

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) >		RATING	PAGE OF 1 67
2. CONTRACT NO.		3. SOLICITATION NO. DTFAAC-11-R-01911		4. TYPE OF SOLICITATION <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 4/15/11
7. ISSUED BY FAA, NAS Contracting Division (AMQ-210) 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125-4929		CODE		8. ADDRESS OFFER TO (If other than Item 7) FAA, NAS Contracting Division (AMQ-210) Room 313, Multi-Purpose Building 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125-4933 (Note: For overnight mail the ZIP Code is 73169)	

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

Indefinite-Delivery/Requirements SOLICITATION Asbestos Abatement Services

9. Sealed offers in original and no copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Room 313, Multi-Purpose Building until 2:00 p.m. local time May 11, 2011.
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals are subject to Provision 3.2.2.3-14. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: >		A. NAME Connie M. Houpt	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 405/954-7820 connie.m.houpt@faa.gov
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NOTE: Item 12 does not apply if the solicitation includes the provisions at 3.2.2.3-2, Minimum Offer Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (**60 calendar days unless a different period is inserted by the offeror**) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 3.3.1-6) >		10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)			
15B. TELEPHONE NO. (Include area code)		15C. CHECK IF REMITTANCE ADDRESS <input type="checkbox"/> IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE	
				18. OFFER DATE	

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION	
24. ADMINISTERED BY (If other than Item 7) FAA, NAS Contract Management Division (AMQ-240) 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125-4932		CODE		25. PAYMENT WILL BE MADE BY FAA, Financial Operations Division (AMZ-100) 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125-4304	
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE	
		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 COPIES UNLESS OTHERWISE SPECIFIED) >		ITEM	

IMPORTANT -- Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

PART I – SECTION B
SUPPLIES OR SERVICES AND PRICES/COST

CLIN	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
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BASE YEAR

FIRM-FIXED-PRICE

0001 Perform Cutting, Drilling, or Abrading (Specification Reference 01046)

1a	Less than 1 SF cutout	2	EA	\$_____	\$_____
1b	Each additional cutout, per 1 SF	2	EA	\$_____	\$_____
1c	Holes, 1 inch or less, first hole	1	EA	\$_____	\$_____
1d	Each additional hole, 1 inch or less	5	EA	\$_____	\$_____

0002 Temporary Facilities, Asbestos Abatement, and Mobilization Cost (Specification Reference 01503)

2a	Small Scale, Short Duration Projects (Routine)	15	EA	\$_____	\$_____
2b	Small Scale, Short Duration Projects (Emergency Response, within 24 hours)	3	EA	\$_____	\$_____
2c	Abatement Projects	10	EA	\$_____	\$_____

0003	Temporary Pressure Differential and Air Circulation Equipment, at 1500 cfm or greater (Specification Reference 01513)	15	EA	\$_____	\$_____
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0004 Temporary Enclosures (Specification Reference 01526)

4a	Temporary Enclosures, per 1000 CF	30	EA	\$_____	\$_____
4b	Exterior Enclosures, per 1000 CF	2	EA	\$_____	\$_____
4c	Exterior Wind Break/Visual Barrier, per 200 SF	2	EA	\$_____	\$_____

0005	Making Entry into Controlled Area, such as above a ceiling, each Project. (Specification Reference 01528)	1	EA	\$_____	\$_____
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CLIN	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
0006	Small Scale Short Duration (O&M) Work (Specification Reference 01529)				
	6a Glovebag up to 20 LF of pipe insulation and fittings (6 inches or less in diameter), 10 LF of pipe insulation and fittings (12 inches or less in diameter), or up to 8 individual fittings (10 inches or less in diameter)	25	EA	\$_____	\$_____
	6b Up to 10 SF of surfacing material or thermal system insulation	2	EA	\$_____	\$_____
	6c Asbestos-containing duct tape	10	LF	\$_____	\$_____
	6d Non-friable (non-RACM) vinyl-asbestos floor tile and adhesive, 0 to 500 SF	1000	SF	\$_____	\$_____
	6e Non-friable (non-RACM) vinyl-asbestos floor tile only, 0 to 500 SF	1000	SF	\$_____	\$_____
	6f Non-friable (non-RACM) vinyl-asbestos floor tile and adhesive, areas or adjacent areas 501-2000 SF	4000	SF	\$_____	\$_____
	6g Non-friable (non-RACM) vinyl-asbestos floor tile only, areas or adjacent areas 501-2000 SF	2000	SF	\$_____	\$_____
	6h Non-friable (non-RACM) vinyl-asbestos floor tile and adhesive, areas or adjacent areas over 2000 SF	6000	SF	\$_____	\$_____
	6i Non-friable (non-RACM) vinyl-asbestos floor tile only, areas or adjacent areas over 2000 SF	2000	SF	\$_____	\$_____
	6j Removal of carpet tiles to expose vinyl -asbestos floor tile	1000	SF	\$_____	\$_____
	6k Non-friable cementitious materials; such as siding shingles and wall board	100	SF	\$_____	\$_____
	6l Non-friable cementitious pipe, 6 Inches or less in diameter, per 20 LF	1	EA	\$_____	\$_____
	6m Non-friable cementitious pipe, 6 inches or more in diameter, per 20 LF	1	EA	\$_____	\$_____

CLIN	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
	6n Wrap and cut piping with insulation, 6 inches or less in diameter, per 20 LF	2	EA	\$_____	\$_____
	6o Wrap and cut piping with insulation, 6 inches or more in diameter, per 20 LF	2	EA	\$_____	\$_____
	6p RACM vinyl-asbestos floor tile and adhesive	1000	SF	\$_____	\$_____
	6q RACM vinyl-asbestos floor tile only	1000	SF	\$_____	\$_____
0007	Installation, Operation and Removal of a Complete Decontamination Unit in Support of Abatement Operations (Specification Reference 01563)	10	EA	\$_____	\$_____
0008	Project Decontamination, per 1000 CF of Containment (Specification Reference 01711)	2	EA	\$_____	\$_____
0009	Cleaning and Decontamination (Specification Reference 01712)				
	9a Removal of visible debris, per 100 SF area	4	EA	\$_____	\$_____
	9b Room decontamination, per 1000 CF	1	EA	\$_____	\$_____
	9c Decontaminating objects, per 100 SF	1	EA	\$_____	\$_____
0010	Demolition/Renovation – Asbestos Abatement (Specification Reference 02061)				
	10a Ceiling tiles	200	SF	\$_____	\$_____
	10b Surfacing material such as architectural finishes, fireproofing and fire blankets	500	SF	\$_____	\$_____
	10c Linoleum Flooring	1000	SF	\$_____	\$_____
	10d Pipe insulation, 6 inches or less in diameter	500	LF	\$_____	\$_____
	10e Pipe insulation, 6 inches or more in diameter	75	LF	\$_____	\$_____
	10f Asbestos-containing siding shingles or wall board	500	SF	\$_____	\$_____

CLIN	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
	10g Non-friable cementitious pipe less than 6 inches in diameter, per 20 LF	1	EA	\$_____	\$_____
	10h Non-friable cementitious pipe more than 6 inches in diameter, per 20 LF	1	EA	\$_____	\$_____
0011	Demolition of Asbestos-Contaminated Materials (Specification Reference 02063)				
	11a Ceiling Tiles	20	SF	\$_____	\$_____
	11b Ceiling Support Systems	20	SF	\$_____	\$_____
	11c Carpeting	20	SF	\$_____	\$_____
0012	Removal of Asbestos-Containing Material (Specification Reference 02081)				
	12a Duct/pipe insulation, less than 6 inches in diameter	200	LF	\$_____	\$_____
	12b Duct/pipe insulation, more than 6 inches in diameter	50	LF	\$_____	\$_____
	12c Thermal system insulation, all surfaces except round duct and pipe covered in 12a or 12b.	100	SF	\$_____	\$_____
	12d Surfacing material such as architectural finishes, fireproofing and fire blankets	500	SF	\$_____	\$_____
	12e Wrap and cut pipe insulation, 6 inches or less in diameter, per 20 LF	70	EA	\$_____	\$_____
	12f Wrap and cut pipe insulation, 6 inches or more in diameter, per 20 LF	10	EA	\$_____	\$_____
0013	Removal of Asbestos-Containing Soil (Specification Reference 02082)				
	13a Wet Soil	10	SF	\$_____	\$_____
	13b Dry Soil	10	SF	\$_____	\$_____

CLIN	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
0014	Disposal of Asbestos-Containing Material is to be included in other proposal items. (Specification Reference 02084)				NOT SEPARATELY PRICED
0015	Gypsum Drywall Asbestos Enclosures, per 100 SF (Specification Reference 09251)	10	EA	\$_____	\$_____
0016	Encapsulation of Asbestos-Containing Material (Specification Reference 09805)				
	16a Pipe insulation, 6 inches or less in diameter	10	LF	\$_____	\$_____
	16b Pipe insulation, 6 inches or more in diameter	10	LF	\$_____	\$_____
	16c All other surfaces, per 100 SF	5	EA	\$_____	\$_____
0017	Repair of Insulation and Lagging Using Reinforced Bridging Encapsulant (Specification Reference 15254)				
	17a Pipe insulation, 6 inches or less in diameter	10	LF	\$_____	\$_____
	17b Pipe insulation, 6 inches or more in diameter	10	LF	\$_____	\$_____
	17c All other surfaces, per 100 SF	5	EA	\$_____	\$_____
0018	Repair of Insulation and Lagging Using Plastic Jacket (Specification Reference 15254)				
	18a Pipe insulation, 6 inches or less in diameter	10	LF	\$_____	\$_____
	18b Pipe insulation, 6 inches or more in diameter	10	LF	\$_____	\$_____

CLIN	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
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COST REIMBURSEMENT (See Section C, Clause C.2 and Section H, Clause H.1)

0019	Miscellaneous Prep Work in Support of Abatement Projects (such as demolition of walls, built-in cabinets, moving equipment, rental of lifts, etc.), shall be paid at the contractor's standard rate or the contractor's documented cost.				<u>NOT TO EXCEED TO BE DETERMINED</u>
0020	Labor, Supplies, or Services not included elsewhere in this Schedule, shall be paid at the contractor's standard rate or the contractor's documented cost.				<u>NOT TO EXCEED TO BE DETERMINED</u>

FIRST OPTION YEAR

FIRM-FIXED-PRICE

0021 Perform Cutting, Drilling, or Abrading (Specification Reference 01046)

21a	Less than 1 SF cutout	2	EA	\$_____	\$_____
21b	Each additional cutout, per 1 SF	2	EA	\$_____	\$_____
21c	Holes, 1 inch or less, first hole	1	EA	\$_____	\$_____
21d	Each additional hole, 1 inch or less	5	EA	\$_____	\$_____

0022 Temporary Facilities, Asbestos Abatement, and Mobilization Cost (Specification Reference 01503)

22a	Small Scale, Short Duration Projects (Routine)	15	EA	\$_____	\$_____
22b	Small Scale, Short Duration Projects (Emergency Response, within 24 hours)	3	EA	\$_____	\$_____
22c	Abatement Projects	10	EA	\$_____	\$_____

0023	Temporary Pressure Differential and Air Circulation Equipment, at 1500 cfm or greater (Specification Reference 01513)	15	EA	\$_____	\$_____
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CLIN	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
0024	Temporary Enclosures (Specification Reference 01526)				
	24a Temporary Enclosures, per 1000 CF	30	EA	\$_____	\$_____
	24b Exterior Enclosures, per 1000 CF	2	EA	\$_____	\$_____
	24c Exterior Wind Break/Visual Barrier, per 200 SF	2	EA	\$_____	\$_____
0025	Making Entry into Controlled Area, such as above a ceiling, each Project. (Specification Reference 01528)	1	EA	\$_____	\$_____
0026	Small Scale Short Duration (O&M) Work (Specification Reference 01529)				
	26a Glovebag up to 20 LF of pipe insulation and fittings (6 inches or less in diameter), 10 LF of pipe insulation and fittings (12 inches or less in diameter), or up to 8 individual fittings (10 inches or less in diameter)	25	EA	\$_____	\$_____
	26b Up to 10 SF of surfacing material or thermal system insulation	2	EA	\$_____	\$_____
	26c Asbestos-containing duct tape	10	LF	\$_____	\$_____
	26d Non-friable (non-RACM) vinyl-asbestos floor tile and adhesive, 0 to 500 SF	1000	SF	\$_____	\$_____
	26e Non-friable (non-RACM) vinyl-asbestos floor tile only, 0 to 500 SF	1000	SF	\$_____	\$_____
	26f Non-friable (non-RACM) vinyl-asbestos floor tile and adhesive, areas or adjacent areas 501-2000 SF	4000	SF	\$_____	\$_____
	26g Non-friable (non-RACM) vinyl-asbestos floor tile only, areas or adjacent areas 501-2000 SF	2000	SF	\$_____	\$_____
	26h Non-friable (non-RACM) vinyl-asbestos floor tile and adhesive, areas or adjacent areas over 2000 SF	6000	SF	\$_____	\$_____

CLIN	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
	26i Non-friable (non-RACM) vinyl-asbestos floor tile only, areas or adjacent areas over 2000 SF	2000	SF	\$_____	\$_____
	26j Removal of carpet tiles to expose vinyl -asbestos floor tile	1000	SF	\$_____	\$_____
	26k Non-friable cementitious materials; such as siding shingles and wall board	100	SF	\$_____	\$_____
	26l Non-friable cementitious pipe, 6 inches or less in diameter, per 20 LF	1	EA	\$_____	\$_____
	26m Non-friable cementitious pipe, 6 inches or more in diameter, per 20 LF	1	EA	\$_____	\$_____
	26n Wrap and cut piping with insulation, 6 inches or less in diameter, per 20 LF	2	EA	\$_____	\$_____
	26o Wrap and cut piping with insulation, 6 inches or more in diameter, per 20 LF	2	EA	\$_____	\$_____
	26p RACM vinyl-asbestos floor tile and adhesive	1000	SF	\$_____	\$_____
	26q RACM vinyl-asbestos floor tile only	1000	SF	\$_____	\$_____
0027	Installation, Operation and Removal of a Complete Decontamination Unit in Support of Abatement Operations (Specification Reference 01563)	10	EA	\$_____	\$_____
0028	Project Decontamination, per 1000 CF of Containment (Specification Reference 01711)	2	EA	\$_____	\$_____
0029	Cleaning and Decontamination (Specification Reference 01712)				
	29a Removal of visible debris, per 100 SF area	4	EA	\$_____	\$_____
	29b Room decontamination, per 1000 CF	1	EA	\$_____	\$_____
	29c Decontaminating objects, per 100 SF	1	EA	\$_____	\$_____

CLIN	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
0030	Demolition/Renovation – Asbestos Abatement (Specification Reference 02061)				
	30a Ceiling tiles	200	SF	\$_____	\$_____
	30b Surfacing material such as architectural finishes, fireproofing and fire blankets	500	SF	\$_____	\$_____
	30c Linoleum Flooring	1000	SF	\$_____	\$_____
	30d Pipe insulation, 6 inches or less in diameter	500	LF	\$_____	\$_____
	30e Pipe insulation, 6 inches or more in diameter	75	LF	\$_____	\$_____
	30f Asbestos-containing siding shingles or wall board	500	SF	\$_____	\$_____
	30g Non-friable cementitious pipe less than 6 inches in diameter, per 20 LF	1	EA	\$_____	\$_____
	30h Non-friable cementitious pipe more than 6 inches in diameter, per 20 LF	1	EA	\$_____	\$_____
0031	Demolition of Asbestos-Contaminated Materials (Specification Reference 02063)				
	31a Ceiling Tiles	20	SF	\$_____	\$_____
	31b Ceiling Support Systems	20	SF	\$_____	\$_____
	31c Carpeting	20	SF	\$_____	\$_____
0032	Removal of Asbestos-Containing Material (Specification Reference 02081)				
	32a Duct/pipe insulation, 6 inches or less in diameter	200	LF	\$_____	\$_____
	32b Duct/pipe insulation, 6 inches or more in diameter	50	LF	\$_____	\$_____
	32c Thermal system insulation, all surfaces except round duct and pipe covered in 32a or 32b.	100	SF	\$_____	\$_____
	32d Surfacing material such as architectural finishes, fireproofing and fire blankets	500	SF	\$_____	\$_____

CLIN	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
	32e Wrap and cut pipe insulation less than 6 inches in diameter, per 20 LF	70	EA	\$_____	\$_____
	32f Wrap and cut pipe insulation more than 6 inches in diameter, per 20 LF	10	EA	\$_____	\$_____
0033	Removal of Asbestos-Containing Soil (Specification Reference 02082)				
	33a Wet Soil	10	SF	\$_____	\$_____
	33b Dry Soil	10	SF	\$_____	\$_____
0034	Disposal of Asbestos-Containing Material is to be included in other proposal items. (Specification Reference 02084)		NOT SEPARATELY PRICED		
0035	Gypsum Drywall Asbestos Enclosures, per 100 SF (Specification Reference 09251)	10	EA	\$_____	\$_____
0036	Encapsulation of Asbestos-Containing Material (Specification Reference 09805)				
	36a Pipe insulation, 6 inches or less in diameter	10	LF	\$_____	\$_____
	36b Pipe insulation, 6 inches or more in diameter	10	LF	\$_____	\$_____
	36c All other surfaces, per 100 SF	5	EA	\$_____	\$_____
0037	Repair of Insulation and Lagging Using Reinforced Bridging Encapsulant (Specification Reference 15254)				
	37a Pipe insulation, 6 inches or less in diameter	10	LF	\$_____	\$_____
	37b Pipe insulation, 6 inches or more in diameter	10	LF	\$_____	\$_____
	37c All other surfaces, per 100 SF	5	EA	\$_____	\$_____

CLIN	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
0038	Repair of Insulation and Lagging Using Plastic Jacket (Specification Reference 15254)				
	38a Pipe insulation, 6 inches or less in diameter	10	LF	\$ _____	\$ _____
	38b Pipe insulation, 6 inches or more in diameter	10	LF	\$ _____	\$ _____

COST REIMBURSEMENT (See Section C, Clause C.2 and Section H, Clause H.1)

0039	Miscellaneous Prep Work in Support of Abatement Projects (such as demolition of walls, built-in cabinets, moving equipment, rental of lifts, etc.), shall be paid at the contractor's standard rate or the contractor's documented cost.	<u>NOT TO EXCEED TO BE DETERMINED</u>
0040	Labor, Supplies, or Services not included elsewhere in this Schedule, shall be paid at the contractor's standard rate or the contractor's documented cost.	<u>NOT TO EXCEED TO BE DETERMINED</u>

SECOND OPTION YEAR

FIRM-FIXED-PRICE

0041	Perform Cutting, Drilling, or Abrading (Specification Reference 01046)				
	41a Less than 1 SF cutout	2	EA	\$ _____	\$ _____
	41b Each additional cutout, per 1 SF	2	EA	\$ _____	\$ _____
	41c Holes, 1 inch or less, first hole	1	EA	\$ _____	\$ _____
	41d Each additional hole, 1 inch or less	5	EA	\$ _____	\$ _____
0042	Temporary Facilities, Asbestos Abatement, and Mobilization Cost (Specification Reference 01503)				
	42a Small Scale, Short Duration Projects (Routine)	15	EA	\$ _____	\$ _____
	42b Small Scale, Short Duration Projects (Emergency Response, within 24 hours)	3	EA	\$ _____	\$ _____
	42c Abatement Projects	10	EA	\$ _____	\$ _____

CLIN	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
0043	Temporary Pressure Differential and Air Circulation Equipment, at 1500 cfm or greater (Specification Reference 01513)	15	EA	\$_____	\$_____
0044	Temporary Enclosures (Specification Reference 01526)				
44a	Temporary Enclosures, per 1000 CF	30	EA	\$_____	\$_____
44b	Exterior Enclosures, per 1000 CF	2	EA	\$_____	\$_____
44c	Exterior Wind Break/Visual Barrier, per 200 SF	2	EA	\$_____	\$_____
0045	Making Entry into Controlled Area, such as above a ceiling, each Project. (Specification Reference 01528)	1	EA	\$_____	\$_____
0046	Small Scale Short Duration (O&M) Work (Specification Reference 01529)				
46a	Glovebag up to 20 LF of pipe insulation and fittings (6 inches or less in diameter), 10 LF of pipe insulation and fittings (12 inches or less in diameter), or up to 8 individual fittings (10 inches or less in diameter)	25	EA	\$_____	\$_____
46b	Up to 10 SF of surfacing material or thermal system insulation	2	EA	\$_____	\$_____
46c	Asbestos-containing duct tape	10	LF	\$_____	\$_____
46d	Non-friable (non-RACM) vinyl-asbestos floor tile and adhesive, 0 to 500 SF	1000	SF	\$_____	\$_____
46e	Non-friable (non-RACM) vinyl-asbestos floor tile only, 0 to 500 SF	1000	SF	\$_____	\$_____
46f	Non-friable (non-RACM) vinyl-asbestos floor tile and adhesive, areas or adjacent areas 501-2000 SF	4000	SF	\$_____	\$_____
46g	Non-friable (non-RACM) vinyl-asbestos floor tile only, areas or adjacent areas 501-2000 SF	2000	SF	\$_____	\$_____

CLIN	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
	46h Non-friable (non-RACM) vinyl-asbestos floor tile and adhesive, areas or adjacent areas over 2000 SF	6000	SF	\$_____	\$_____
	46i Non-friable (non-RACM) vinyl-asbestos floor tile only, areas or adjacent areas over 2000 SF	2000	SF	\$_____	\$_____
	46j Removal of carpet tiles to expose vinyl-asbestos floor tile	1000	SF	\$_____	\$_____
	46k Non-friable cementitious materials; such as siding shingles and wall board	100	SF	\$_____	\$_____
	46l Non-friable cementitious pipe, 6 inches or less in diameter, per 20 LF	1	EA	\$_____	\$_____
	46m Non-friable cementitious pipe, 6 inches or more in diameter, per 20 LF	1	EA	\$_____	\$_____
	46n Wrap and cut piping with insulation, 6 inches or less in diameter, per 20 LF	2	EA	\$_____	\$_____
	46o Wrap and cut piping with insulation, 6 inches or more in diameter, per 20 LF	2	EA	\$_____	\$_____
	46p RACM vinyl-asbestos floor tile and adhesive	1000	SF	\$_____	\$_____
	46q RACM vinyl-asbestos floor tile only	1000	SF	\$_____	\$_____
0047	Installation, Operation and Removal of a Complete Decontamination Unit in Support of Abatement Operations (Specification Reference 01563)	10	EA	\$_____	\$_____
0048	Project Decontamination, per 1000 CF of Containment (Specification Reference 01711)	2	EA	\$_____	\$_____
0049	Cleaning and Decontamination (Specification Reference 01712)				
	49a Removal of visible debris, per 100 SF area	4	EA	\$_____	\$_____
	49b Room decontamination, per 1000 CF	1	EA	\$_____	\$_____
	49c Decontaminating objects, per 100 SF	1	EA	\$_____	\$_____

CLIN	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
0050	Demolition/Renovation – Asbestos Abatement (Specification Reference 02061)				
	50a Ceiling tiles	200	SF	\$_____	\$_____
	50b Surfacing material such as architectural finishes, fireproofing and fire blankets	500	SF	\$_____	\$_____
	50c Linoleum Flooring	1000	SF	\$_____	\$_____
	50d Pipe insulation, 6 inches or less in diameter	500	LF	\$_____	\$_____
	50e Pipe insulation, 6 inches or more in diameter	75	LF	\$_____	\$_____
	50f Asbestos-containing siding shingles or wall board	500	SF	\$_____	\$_____
	50g Non-friable cementitious pipe, 6 inches or less in diameter, per 20 LF	1	EA	\$_____	\$_____
	50h Non-friable cementitious pipe, 6 inches or more in diameter, per 20 LF	1	EA	\$_____	\$_____
0051	Demolition of Asbestos-Contaminated Materials (Specification Reference 02063)				
	51a Ceiling Tiles	20	SF	\$_____	\$_____
	51b Ceiling Support Systems	20	SF	\$_____	\$_____
	51c Carpeting	20	SF	\$_____	\$_____
0052	Removal of Asbestos-Containing Material (Specification Reference 02081)				
	52a Duct/pipe insulation, 6 inches or less in diameter	200	LF	\$_____	\$_____
	52b Duct/pipe insulation, 6 inches or more in diameter	50	LF	\$_____	\$_____
	52c Thermal system insulation, all surfaces except round duct and pipe covered in 52a or 52b.	100	SF	\$_____	\$_____
	52d Surfacing material such as architectural finishes, fireproofing and fire blankets	500	SF	\$_____	\$_____

CLIN	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
	52e Wrap and cut pipe insulation, 6 inches or less in diameter, per 20 LF	70	EA	\$_____	\$_____
	52f Wrap and cut pipe insulation, 6 inches or more in diameter, per 20 LF	10	EA	\$_____	\$_____
0053	Removal of Asbestos-Containing Soil (Specification Reference 02082)				
	53a Wet Soil	10	SF	\$_____	\$_____
	53b Dry Soil	10	SF	\$_____	\$_____
0054	Disposal of Asbestos-Containing Material is to be included in other proposal items. (Specification Reference 02084)			NOT SEPARATELY PRICED	
0055	Gypsum Drywall Asbestos Enclosures, per 100 SF (Specification Reference 09251)	10	EA	\$_____	\$_____
0056	Encapsulation of Asbestos-Containing Material (Specification Reference 09805)				
	56a Pipe insulation, 6 inches or less in diameter	10	LF	\$_____	\$_____
	56b Pipe insulation, 6 inches or more in diameter	10	LF	\$_____	\$_____
	56c All other surfaces, per 100 SF	5	EA	\$_____	\$_____
0057	Repair of Insulation and Lagging Using Reinforced Bridging Encapsulant (Specification Reference 15254)				
	57a Pipe insulation, 6 inches or less in diameter	10	LF	\$_____	\$_____
	57b Pipe insulation, 6 inches or more in diameter	10	LF	\$_____	\$_____
	57c All other surfaces, per 100 SF	5	EA	\$_____	\$_____

CLIN	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
0058	Repair of Insulation and Lagging Using Plastic Jacket (Specification Reference 15254)				
	58a Pipe insulation, 6 inches or less in diameter	10	LF	\$ _____	\$ _____
	58b Pipe insulation, 6 inches or more in diameter	10	LF	\$ _____	\$ _____

COST REIMBURSEMENT (See Section C, Clause C.2 and Section H, Clause H.1)

0059	Miscellaneous Prep Work in Support of Abatement Projects (such as demolition of walls, built-in cabinets, moving equipment, rental of lifts, etc.), shall be paid at the contractor's standard rate or the contractor's documented cost.	<u>NOT TO EXCEED TO BE DETERMINED</u>
0060	Labor, Supplies, or Services not included elsewhere in this Schedule, shall be paid at the contractor's standard rate or the contractor's documented cost.	<u>NOT TO EXCEED TO BE DETERMINED</u>

THIRD OPTION YEAR

FIRM-FIXED-PRICE

0061	Perform Cutting, Drilling, or Abrading (Specification Reference 01046)				
	61a Less than 1 SF cutout	2	EA	\$ _____	\$ _____
	61b Each additional cutout, per 1 SF	2	EA	\$ _____	\$ _____
	61c Holes, 1 inch or less, first hole	1	EA	\$ _____	\$ _____
	61d Each additional hole, 1 inch or less	5	EA	\$ _____	\$ _____
0062	Temporary Facilities, Asbestos Abatement, and Mobilization Cost (Specification Reference 01503)				
	62a Small Scale, Short Duration Projects (Routine)	15	EA	\$ _____	\$ _____
	62b Small Scale, Short Duration Projects (Emergency Response, within 24 hours)	3	EA	\$ _____	\$ _____
	62c Abatement Projects	10	EA	\$ _____	\$ _____

CLIN	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
0063	Temporary Pressure Differential and Air Circulation Equipment, at 1500 cfm or greater (Specification Reference 01513)	15	EA	\$_____	\$_____
0064	Temporary Enclosures (Specification Reference 01526)				
	64a Temporary Enclosures, per 1000 CF	30	EA	\$_____	\$_____
	64b Exterior Enclosures, per 1000 CF	2	EA	\$_____	\$_____
	64c Exterior Wind Break/Visual Barrier, per 200 SF	2	EA	\$_____	\$_____
0065	Making Entry into Controlled Area, such as above a ceiling, each Project. (Specification Reference 01528)	1	EA	\$_____	\$_____
0066	Small Scale Short Duration (O&M) Work (Specification Reference 01529)				
	66a Glovebag up to 20 LF of pipe insulation and fittings (6 inches or less in diameter), 10 LF of pipe insulation and fittings (12 inches or less in diameter), or up to 8 individual fittings (10 inches or less in diameter)	25	EA	\$_____	\$_____
	66b Up to 10 SF of surfacing material or thermal system insulation	2	EA	\$_____	\$_____
	66c Asbestos-containing duct tape	10	LF	\$_____	\$_____
	66d Non-friable (non-RACM) vinyl-asbestos floor tile and adhesive, 0 to 500 SF	1000	SF	\$_____	\$_____
	66e Non-friable (non-RACM) vinyl-asbestos floor tile only, 0 to 500 SF	1000	SF	\$_____	\$_____
	66f Non-friable (non-RACM) vinyl-asbestos floor tile and adhesive, areas or adjacent areas 501-2000 SF	4000	SF	\$_____	\$_____
	66g Non-friable (non-RACM) vinyl-asbestos floor tile only, areas or adjacent areas 501-2000 SF	2000	SF	\$_____	\$_____

CLIN	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
	66h Non-friable (non-RACM) vinyl-asbestos floor tile and adhesive, areas or adjacent areas over 2000 SF	6000	SF	\$_____	\$_____
	66i Non-friable (non-RACM) vinyl-asbestos floor tile only, areas or adjacent areas over 2000 SF	2000	SF	\$_____	\$_____
	66j Removal of carpet tiles to expose vinyl-asbestos floor tile	1000	SF	\$_____	\$_____
	66k Non-friable cementitious materials; such as siding shingles and wall board	100	SF	\$_____	\$_____
	66l Non-friable cementitious pipe, 6 inches or less in diameter, per 20 LF	1	EA	\$_____	\$_____
	66m Non-friable cementitious pipe, 6 inches or more in diameter, per 20 LF	1	EA	\$_____	\$_____
	66n Wrap and cut piping with insulation, 6 inches or less in diameter, per 20 LF	2	EA	\$_____	\$_____
	66o Wrap and cut piping with insulation, 6 inches or more in diameter, per 20 LF	2	EA	\$_____	\$_____
	66p RACM vinyl-asbestos floor tile and adhesive	1000	SF	\$_____	\$_____
	66q RACM vinyl-asbestos floor tile only	1000	SF	\$_____	\$_____
0067	Installation, Operation and Removal of a Complete Decontamination Unit in Support of Abatement Operations (Specification Reference 01563)	10	EA	\$_____	\$_____
0068	Project Decontamination, per 1000 CF of Containment (Specification Reference 01711)	2	EA	\$_____	\$_____
0069	Cleaning and Decontamination (Specification Reference 01712)				
	69a Removal of visible debris, per 100 SF area	4	EA	\$_____	\$_____
	69b Room decontamination, per 1000 CF	1	EA	\$_____	\$_____
	69c Decontaminating objects, per 100 SF	1	EA	\$_____	\$_____

CLIN	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
0070	Demolition/Renovation – Asbestos Abatement (Specification Reference 02061)				
	70a Ceiling tiles	200	SF	\$_____	\$_____
	70b Surfacing material such as architectural finishes, fireproofing and fire blankets	500	SF	\$_____	\$_____
	70c Linoleum Flooring	1000	SF	\$_____	\$_____
	70d Pipe insulation, 6 inches or less in diameter	500	LF	\$_____	\$_____
	70e Pipe insulation, 6 inches or more in diameter	75	LF	\$_____	\$_____
	70f Asbestos-containing siding shingles or wall board	500	SF	\$_____	\$_____
	70g Non-friable cementitious pipe, 6 inches or less in diameter, per 20 LF	1	EA	\$_____	\$_____
	70h Non-friable cementitious pipe, 6 inches or more in diameter, per 20 LF	1	EA	\$_____	\$_____
0071	Demolition of Asbestos-Contaminated Materials (Specification Reference 02063)				
	71a Ceiling Tiles	20	SF	\$_____	\$_____
	71b Ceiling Support Systems	20	SF	\$_____	\$_____
	71c Carpeting	20	SF	\$_____	\$_____
0072	Removal of Asbestos-Containing Material (Specification Reference 02081)				
	72a Duct/pipe insulation, 6 inches or less in diameter	200	LF	\$_____	\$_____
	72b Duct/pipe insulation, 6 inches or more in diameter	50	LF	\$_____	\$_____
	72c Thermal system insulation, all surfaces except round duct and pipe covered in 72a or 72b.	100	SF	\$_____	\$_____
	72d Surfacing material such as architectural finishes, fireproofing and fire blankets	500	SF	\$_____	\$_____

CLIN	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
	72e Wrap and cut pipe insulation, 6 inches or less in diameter, per 20 LF	70	EA	\$_____	\$_____
	72f Wrap and cut pipe insulation, 6 inches or more in diameter, per 20 LF	10	EA	\$_____	\$_____
0073	Removal of Asbestos-Containing Soil (Specification Reference 02082)				
	73a Wet Soil	10	SF	\$_____	\$_____
	73b Dry Soil	10	SF	\$_____	\$_____
0074	Disposal of Asbestos-Containing Material is to be included in other proposal items. (Specification Reference 02084)			NOT SEPARATELY PRICED	
0075	Gypsum Drywall Asbestos Enclosures, per 100 SF (Specification Reference 09251)	10	EA	\$_____	\$_____
0076	Encapsulation of Asbestos-Containing Material (Specification Reference 09805)				
	76a Pipe insulation, 6 inches or less in diameter	10	LF	\$_____	\$_____
	76b Pipe insulation, 6 inches or more in diameter	10	LF	\$_____	\$_____
	76c All other surfaces, per 100 SF	5	EA	\$_____	\$_____
0077	Repair of Insulation and Lagging Using Reinforced Bridging Encapsulant (Specification Reference 15254)				
	77a Pipe insulation, less than 6 inches in diameter	10	LF	\$_____	\$_____
	77b Pipe insulation, more than 6 inches in diameter	10	LF	\$_____	\$_____
	77c All other surfaces, per 100 SF	5	EA	\$_____	\$_____

CLIN	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
0078	Repair of Insulation and Lagging Using Plastic Jacket (Specification Reference 15254)				
	78a Pipe insulation, 6 inches or less in diameter	10	LF	\$ _____	\$ _____
	78b Pipe insulation, 6 inches or more in diameter	10	LF	\$ _____	\$ _____

COST REIMBURSEMENT (See Section C, Clause C.2 and Section H, Clause H.1)

0079	Miscellaneous Prep Work in Support of Abatement Projects (such as demolition of walls, built-in cabinets, moving equipment, rental of lifts, etc.), shall be paid at the contractor's standard rate or the contractor's documented cost.	<u>NOT TO EXCEED TO BE DETERMINED</u>
0080	Labor, Supplies, or Services not included elsewhere in this Schedule, shall be paid at the contractor's standard rate or the contractor's documented cost.	<u>NOT TO EXCEED TO BE DETERMINED</u>

FOURTH OPTION YEAR

FIRM-FIXED-PRICE

00081	Perform Cutting, Drilling, or Abrading (Specification Reference 01046)				
	81a Less than 1 SF cutout	2	EA	\$ _____	\$ _____
	81b Each additional cutout, per 1 SF	2	EA	\$ _____	\$ _____
	81c Holes, 1 inch or less, first hole	1	EA	\$ _____	\$ _____
	81d Each additional hole, 1 inch or less	5	EA	\$ _____	\$ _____
0082	Temporary Facilities, Asbestos Abatement, and Mobilization Cost (Specification Reference 01503)				
	82a Small Scale, Short Duration Projects (Routine)	15	EA	\$ _____	\$ _____
	82b Small Scale, Short Duration Projects (Emergency Response, within 24 hours)	3	EA	\$ _____	\$ _____
	82c Abatement Projects	10	EA	\$ _____	\$ _____

CLIN	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
0083	Temporary Pressure Differential and Air Circulation Equipment, at 1500 cfm or greater (Specification Reference 01513)	15	EA	\$_____	\$_____
0084	Temporary Enclosures (Specification Reference 01526)				
	84a Temporary Enclosures, per 1000 CF	30	EA	\$_____	\$_____
	84b Exterior Enclosures, per 1000 CF	2	EA	\$_____	\$_____
	84c Exterior Wind Break/Visual Barrier, per 200 SF	2	EA	\$_____	\$_____
0085	Making Entry into Controlled Area, such as above a ceiling, each Project. (Specification Reference 01528)	1	EA	\$_____	\$_____
0086	Small Scale Short Duration (O&M) Work (Specification Reference 01529)				
	86a Glovebag up to 20 LF of pipe insulation and fittings (6 inches or less in diameter), 10 LF of pipe insulation and fittings (12 inches or less in diameter), or up to 8 individual fittings (10 inches or less in diameter)	25	EA	\$_____	\$_____
	86b Up to 10 SF of surfacing material or thermal system insulation	2	EA	\$_____	\$_____
	86c Asbestos-containing duct tape	10	LF	\$_____	\$_____
	86d Non-friable (non-RACM) vinyl-asbestos floor tile and adhesive, 0 to 500 SF	1000	SF	\$_____	\$_____
	86e Non-friable (non-RACM) vinyl-asbestos floor tile only, 0 to 500 SF	1000	SF	\$_____	\$_____
	86f Non-friable (non-RACM) vinyl-asbestos floor tile and adhesive, areas or adjacent areas 501-2000 SF	4000	SF	\$_____	\$_____
	86g Non-friable (non-RACM) vinyl-asbestos floor tile only, areas or adjacent areas 501-2000 SF	2000	SF	\$_____	\$_____

CLIN	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
	86h Non-friable (non-RACM) vinyl-asbestos floor tile and adhesive, areas or adjacent areas over 2000 SF	6000	SF	\$_____	\$_____
	86i Non-friable (non-RACM) vinyl-asbestos floor tile only, areas or adjacent areas over 2000 SF	2000	SF	\$_____	\$_____
	86j Removal of carpet tiles to expose vinyl-asbestos floor tile	1000	SF	\$_____	\$_____
	86k Non-friable cementitious materials; such as siding shingles and wall board	100	SF	\$_____	\$_____
	86l Non-friable cementitious pipe, 6 inches or less in diameter, per 20 LF	1	EA	\$_____	\$_____
	86m Non-friable cementitious pipe, 6 inches or more in diameter, per 20 LF	1	EA	\$_____	\$_____
	86n Wrap and cut piping with insulation, 6 inches or less in diameter, per 20 LF	2	EA	\$_____	\$_____
	86o Wrap and cut piping with insulation, 6 inches or more in diameter, per 20 LF	2	EA	\$_____	\$_____
	86p RACM vinyl-asbestos floor tile and adhesive	1000	SF	\$_____	\$_____
	86q RACM vinyl-asbestos floor tile only	1000	SF	\$_____	\$_____
0087	Installation, Operation and Removal of a Complete Decontamination Unit in Support of Abatement Operations (Specification Reference 01563)	10	EA	\$_____	\$_____
0088	Project Decontamination, per 1000 CF of Containment (Specification Reference 01711)	2	EA	\$_____	\$_____

CLIN	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
0089	Cleaning and Decontamination (Specification Reference 01712)				
	89a Removal of visible debris, per 100 SF area	4	EA	\$_____	\$_____
	89b Room decontamination, per 1000 CF	1	EA	\$_____	\$_____
	89c Decontaminating objects, per 100 SF	1	EA	\$_____	\$_____
0090	Demolition/Renovation – Asbestos Abatement (Specification Reference 02061)				
	90a Ceiling tiles	200	SF	\$_____	\$_____
	90b Surfacing material such as architectural finishes, fireproofing and fire blankets	500	SF	\$_____	\$_____
	90c Linoleum Flooring	1000	SF	\$_____	\$_____
	90d Pipe insulation, 6 inches or less in diameter	500	LF	\$_____	\$_____
	90e Pipe insulation, 6 inches or more in diameter	75	LF	\$_____	\$_____
	90f Asbestos-containing siding shingles or wall board	500	SF	\$_____	\$_____
	90g Non-friable cementitious pipe, 6 inches or less in diameter, per 20 LF	1	EA	\$_____	\$_____
	90h Non-friable cementitious pipe, 6 inches or more in diameter, per 20 LF	1	EA	\$_____	\$_____
0091	Demolition of Asbestos-Contaminated Materials (Specification Reference 02063)				
	91a Ceiling Tiles	20	SF	\$_____	\$_____
	91b Ceiling Support Systems	20	SF	\$_____	\$_____
	91c Carpeting	20	SF	\$_____	\$_____

CLIN	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
0092	Removal of Asbestos-Containing Material (Specification Reference 02081)				
	92a Duct/pipe insulation, 6 inches or less in diameter	200	LF	\$_____	\$_____
	92b Duct/pipe insulation, 6 inches or more in diameter	50	LF	\$_____	\$_____
	92c Thermal system insulation, all surfaces except round duct and pipe covered in 92a or 92b.	100	SF	\$_____	\$_____
	92d Surfacing material such as architectural finishes, fireproofing and fire blankets	500	SF	\$_____	\$_____
	92e Wrap and cut pipe insulation, 6 inches or less in diameter, per 20 LF	70	EA	\$_____	\$_____
	92f Wrap and cut pipe insulation, 6 inches or more in diameter, per 20 LF	10	EA	\$_____	\$_____
0093	Removal of Asbestos-Containing Soil (Specification Reference 02082)				
	93a Wet Soil	10	SF	\$_____	\$_____
	93b Dry Soil	10	SF	\$_____	\$_____
0094	Disposal of Asbestos-Containing Material is to be included in other proposal items. (Specification Reference 02084)	NOT SEPARATELY PRICED			
0095	Gypsum Drywall Asbestos Enclosures, per 100 SF (Specification Reference 09251)	10	EA	\$_____	\$_____
0096	Encapsulation of Asbestos-Containing Material (Specification Reference 09805)				
	96a Pipe insulation, 6 inches or less in diameter	10	LF	\$_____	\$_____
	96b Pipe insulation, 6 inches or more in diameter	10	LF	\$_____	\$_____
	96c All other surfaces, per 100 SF	5	EA	\$_____	\$_____

CLIN	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
0097	Repair of Insulation and Lagging Using Reinforced Bridging Encapsulant (Specification Reference 15254)				
	97a Pipe insulation, 6 inches or less in diameter	10	LF	\$ _____	\$ _____
	97b Pipe insulation, 6 inches or more in diameter	10	LF	\$ _____	\$ _____
	97c All other surfaces, per 100 SF	5	EA	\$ _____	\$ _____

**0098 Repair of Insulation and Lagging Using Plastic Jacket
(Specification Reference 15254)**

	98a Pipe insulation, 6 inches or less in diameter	10	LF	\$ _____	\$ _____
	98b Pipe insulation, 6 inches or more in diameter	10	LF	\$ _____	\$ _____

COST REIMBURSEMENT (See Section C, Clause C.2 and Section H, Clause H.1)

0099	Miscellaneous Prep Work in Support of Abatement Projects (such as demolition of walls, built-in cabinets, moving equipment, rental of lifts, etc.), shall be paid at the contractor's standard rate or the contractor's documented cost.	NOT TO EXCEED TO BE DETERMINED
0100	Labor, Supplies, or Services not included elsewhere in this Schedule, shall be paid at the contractor's standard rate or the contractor's documented cost.	NOT TO EXCEED TO BE DETERMINED

PART I – SECTION C
DESCRIPTION/SPECS/WORK STATEMENT

C.1 SCOPE OF WORK

The contractor must furnish the necessary personnel, materials, equipment, tools and supplies to perform emergency, on-call, 24-hour, asbestos management and asbestos and similar contaminant; e.g. lead, mold; abatement projects on an “as required” basis at the Mike Monroney Aeronautical Center (MMAC), 6500 South MacArthur Boulevard, Oklahoma City, Oklahoma. All work is to be performed in accordance with Section J, Attachment 1, “Technical Specifications for Asbestos Abatement at the Mike Monroney Aeronautical Center”, November 2010, and in accordance with other terms and conditions contained herein.

C.2 COST REIMBURSEMENT (Applicable to CLINs 0019 and 0020, and subsequent CLINs for option periods.)

“Contractor's Cost” means the net cost to the contractor (after deducting cash or trade discounts, rebates, commissions and any other allowances and credits available to the contractor, regardless of date purchased, plus properly identified and supported freight or transportation costs) for parts acquired by the contractor for performance under this contract.

C.3 EMERGENCY SITUATIONS AND EXERCISES DURING CONTRACT PERFORMANCE (SEPTEMBER 2001) CLA.4548

(a) Emergency situations and exercises are temporary exceptions to the prohibition of contractor personnel not being subject to the direction and control of Government personnel when performing non-personal contract services in FAA facilities.

(b) All contractor personnel at a FAA work site or facility during an actual emergency shall conform to the procedures posted or directed by FAA officials responsible for emergency response at that site or facility. Such officials include evacuation wardens/monitors, security personnel, Emergency Readiness Officers, management, etc.

(c) Contractor personnel shall participate in all emergency exercises, including evacuations, as part of performance under this contract. On rare occasions and based on advance arrangements that are then announced at the time of an exercise, contractor personnel will be excused from evacuations.

(d) Contractor management/supervisors shall ensure that each contractor employee assigned work in FAA facilities possesses a general awareness of emergency and evacuation procedures at all locations where the employees might be during an emergency or exercise. Information on emergency procedures may be requested from the Contracting Officer's Technical Representative or a designated FAA contact point at the work site.

PART I – SECTION D
PACKAGING AND MARKING

NOT APPLICABLE

PART I – SECTION E
INSPECTION AND ACCEPTANCE

E.1 INSPECTION AND ACCEPTANCE

(a) The services to be performed by the contractor during the period of performance of this contract shall at all times and places be subject to inspection by the Contracting Officer or their designated Contracting Officer Technical Representative (COTR).

(b) Notwithstanding the requirement for Government inspection the contractor shall perform the inspections and tests required to substantiate that the services and supplies provided under this contract conform to the specifications and contract requirements contained herein.

(c) The designated COTR is responsible for the Government inspection system and for final acceptance of all work required under the contract.

3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DECEMBER 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

**3.10.4-4 INSPECTION OF SERVICES - BOTH FIXED-PRICE & COST REIMBURSEMENT
(APRIL 1996)**

**3.10.4-11 INSPECTION--DISMANTLING, DEMOLITION, OR REMOVAL OF IMPROVEMENTS
(APRIL 1996)**

PART I – SECTION F
DELIVERIES OR PERFORMANCE

F.1 STARTING, PERFORMING AND COMPLETING WORK

The contractor must:

(a) Commence work under this contract within 24 hours when notified that an emergency exists, within 7 days on routine operations and maintenance projects, and within 20 days for abatement projects.

(b) Perform the work diligently, and

(c) Complete the entire work ready for use in accordance with the delivery schedule stated on the delivery order. The time allowed for completion must include final cleanup of the premises.

F.2 CATEGORIES OF WORK

(a) All projects will be designated as

1) Emergency, with completion within 5 days from notice to proceed,

2) Routine, with completion within 15 days from notice to proceed, and

3) Abatement projects, with completion within 45 days from notice to proceed.

(b) Any project may require the contractor to perform the work after 4:30 p.m. and/or on weekends.

F.3 OPTION PERIODS

This contract will include a base contract period not-to-exceed 365 calendar days from the date of contract award, with up to four (4) option periods of the same length. Option periods may be exercised in writing by the Contracting Officer by formal written modification to this contract. Option periods may be exercised at the sole discretion of the Government.

F.4 AUTHORIZED PERFORMANCE (JANUARY 1997)

CLA.0168

The execution of a contract shall not constitute authority for the contractor to commence performance. Performance shall be ordered by the issuance of a formal delivery order by an authorized Contracting Officer of the Mike Monroney Aeronautical Center. Orders issued orally or by written telecommunications shall reference a formal delivery order number and shall be confirmed by issuance of the formal delivery order.

F.5 CHANGE TO INDIVIDUAL DELIVERY ORDER SCHEDULE (JANUARY 1997) CLA.1137

(a) The delivery schedule(s) of all delivery orders issued hereunder shall be established in accordance with the terms of the contract.

(b) In the event that the Contractor fails to deliver in accordance with the established delivery schedule(s) and if such failure is not due to an excusable delay as defined in the Default clause of this contract, the Government and the Contractor may at the Government's option, negotiate a revised delivery schedule(s) in exchange for adequate consideration to the Government. A contract modification will not be required, but the delivery order(s) shall be amended in writing accordingly.

(c) A delivery order change or amendment made pursuant to this clause shall not affect the delivery schedule(s) of any other delivery order(s) issued under this contract.

(d) This clause shall not limit the Government's rights under the Default clause.

F.6 CONTRACT PERIOD (JANUARY 1997)

CLA.1604

The effective period of this contract is one year from expiration of current contract, or as extended by options issued hereunder.

F.7 ACCELERATED DELIVERY (JANUARY 1997)

CLA.1817

Any Schedule for delivery or performance may be expedited at the contractor's option, if without additional expense to the Government.

3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DECEMBER 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.10.1-9 STOP-WORK ORDER (OCTOBER 1996)

3.10.1-11 GOVERNMENT DELAY OF WORK (APRIL 1996)

3.10.1-24 NOTICE OF DELAY (FEBRUARY 2009)

PART I – SECTION G
CONTRACT ADMINISTRATION DATA

G.1 EMERGENCY O&M ASBESTOS MANAGEMENT PROJECTS

For Emergency Operations and Maintenance (O&M) Asbestos Management Projects, the Contracting Officer or Contracting Officer's Technical Representative (COTR) will initially inform the contractor verbally or in writing concerning the task(s) to be performed under the contractor's ODOL-approved O&M Plan. For Routine Operations and Maintenance (O&M) Asbestos Management Projects, the scope of work will generally be included in a formal delivery order. For Asbestos Abatement Projects, the Contracting Officer or COTR will provide the contractor with an ODOL-approved Project Design for the project that will also be referenced in the formal delivery order.

G.2 CONTAMINANT ABATEMENT PROJECTS

For contaminant; e.g. lead, mold; abatement projects, which will generally consist of abatement of the contaminant from building materials or removal of contaminated building materials, the Contracting Officer or COTR will provide the contractor with a written scope of work for each task or project. The contractor must respond in writing within 10 days with a plan of action, proposed schedule, and itemized cost estimate for the work. The cost estimate must utilize the unit rates for labor, supplies, and equipment in the Schedule of Supplies and Services. Cost for items or services not included in the Schedule of Supplies and Services must be either the contractor's documented standard rate or the contractor's documented cost. The government reserves the right to comment, request clarification, or reject the proposal. Following acceptance of the contractor's proposal by the government, the contracting officer will issue a written delivery order. The contractor must maintain daily logs documenting personnel activities and equipment/supplies used for the project. Completed logs must be provided to the COTR within 3 days of completion of the project.

G.3 POST-AWARD CONFERENCE

As soon as possible following award of contract, the Contracting Officer will arrange a post-award conference between representatives of the Government and contractor. The conference will be held at the Mike Monroney Aeronautical Center, Oklahoma City, Oklahoma.

G.4 OPTION TO EXTEND SERVICES (JAN 1997)

CLA.0116

The Government may unilaterally exercise its option to extend the term of the contract for performance of specified services pursuant to Section I, AMS Clause 3.2.4-34, Option to Extend Services, by written notice to the contractor not later than the expiration date of the current contract period.

G.5 INVOICING PROCEDURES – GENERAL (JAN 2002)

CLA.0135

(a) In addition to the requirements set forth at AMS Clause 3.3.1-17, Prompt Payment, for the submission of a proper invoice, the contractor shall submit a separate invoice for (1) each month of performance of services, or (2) those items of supplies furnished, as follows:

(1) The original to:

FAA, Mike Monroney Aeronautical Center
Financial Operations Division (AMZ-100)
P.O. Box 25710
Oklahoma City, OK 73125-4913

(2) Two copies to:

FAA, Mike Monroney Aeronautical Center
Contract Management Team (AMQ-240)
P.O. Box 25082
Oklahoma City, OK 73125

(3) Two copies to:

FAA, Mike Monroney Aeronautical Center
Attn: Marla Noak, AMP-100A
P.O. Box 25082
Oklahoma City, OK 73125

(b) Each invoice shall highlight the following information:

(1) Contract number and applicable Delivery Order number.

(2) Noun description of services and/or supplies, including applicable line item number(s) and quantity(s) that were provided.

(3) Extended totals for invoiced quantities.

(c) All contractors invoicing services to the FAA in labor hours shall maintain on file, and submit when required for verification or audit, certified time logs showing a daily start and ending work times, the daily total of productive hours charged to the contract, a daily entry for any non-productive work-hours and cumulative totals for each pay period.

G.6 DELIVERIES TO THE MIKE MONRONEY AERONAUTICAL (JAN 2002) CLA.4550 CENTER (MMAC)

(a) Security procedures at the MMAC require that all mail, materials, packages or parcels of any kind be delivered to a central screening point, for inspection by the FAA. This affects mail and other deliveries destined for all organizations located on MMAC property, including government organizations, contractors and permit holders. After passing security inspection, the mail or material may be handled and delivered by the FAA. FAA will make every reasonable effort to conduct inspections and handle items in a careful manner so as to avoid damage or delay.

(b) This inspection is for the benefit of the FAA only. The FAA makes no representation that any material passing inspection is without hazard, poses no threat, or that it conforms in form, fit, function or quantity to the expectations of the intended recipient.

(c) The FAA shall not be liable for any 1) loss, damage or shortage of any mail or materials, 2) injury, or 3) delay in performance resulting from such inspection and handling, unless liable under the Federal Tort Claims Act (28 U.S.C. 2671-2680).

(d) Any item destined for the contractor that fails to pass inspection remains the property of the contractor, who is responsible for its disposition and coordination with law enforcement agencies as necessary.

3.10.1-22 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (JANUARY 2008)

(a) The Contracting Officer may designate other Government personnel (known as the Contracting Officer's Technical Representative) to act as his or her authorized representative for contract administration functions which do not involve changes to the scope, price, schedule, or terms and conditions of the contract. The designation will be in writing, signed by the Contracting Officer, and will set forth the authorities and limitations of the representative(s) under the contract. Such designation will not contain authority to sign contractual documents, order contract changes, modify contract terms, or create any commitment or liability on the part of the Government different from that set forth in the contract.

(b) The Contractor shall immediately contact the Contracting Officer if there is any question regarding the authority of an individual to act on behalf of the Contracting Officer under this contract.

PART I – SECTION H
SPECIAL CONTRACT REQUIREMENTS

H.1 TASK/DELIVERY ORDER PROCESSING (Applicable to CLINs 0019 and 0020, and subsequent CLINs for option periods.)

(a) The Contracting Officer shall issue a task/delivery order for “Miscellaneous Prep Work in Support of Abatement Projects” or additional “Labor, Supplies or Services not included elsewhere in the Schedule.” Additional task/delivery orders may be required and will be issued with a specific Statement of Work. Concurrent accomplishment of more than one task at a time may be required.

(b) Task/delivery orders will be issued upon completion of the following sequence of actions:

(1) The Contracting Officer will issue a request for task proposal, with a copy of the Task Statement of Work attached.

(2) Contractor will submit a task proposal to the Contracting Officer within 5 workdays including:

(i) A milestone schedule (if applicable).

(ii) Proposed completion or delivery date (if applicable).

(iii) A breakdown of the proposed costs.

(3) Each task will be negotiated by the Contracting Officer and, when mutual agreement is reached, a task/delivery order will be issued.

(4) The task/delivery order will be signed, dated and issued by the Contracting Officer. Each task/delivery order will contain the following information:

(i) An appropriate delivery order number and a reference to this contract number.

(ii) A description of the services to be performed presented in a Task Statement of Work format.

(iii) Any special requirements relating to the specific task to be performed.

(iv) Period of performance.

(v) Ceiling Price.

(c) Task/delivery orders may be issued under this contract by the Contracting Officer at any time within the term of this contract or any extension under the option clause. The contractor will be given a minimum of 20 workdays to commence work under any task order which may be issued.

(d) Whenever, in the opinion of the Contracting Officer, the need for services is an emergency, the Contracting Officer may issue a task/delivery order, with a copy of the Task Statement of Work attached, directing the Contractor to proceed with performance of the work specified. Such task/delivery order will specify a ceiling price. The contractor will proceed with the performance of the work required by task/delivery order. The contractor will submit a task proposal within 20 calendar days from the date of receipt of the task/delivery order. Following receipt of the contractor’s task proposal, negotiations, if required, will be conducted to establish a new ceiling price.

(e) Any completion-type task/delivery order (Statement of Work must state a definite goal of target and specify an end product) issued during the term of this contract and not completed within that term shall be completed by the contractor within the term specified in the task/delivery order. The rights and obligations of the contractor and the FAA respecting that task/delivery order shall be completed during the effective term of this contract. This paragraph (e) does not apply to term or level-of-effort type task.

H.2 RELATIONSHIP BETWEEN FAA, CONTRACTOR AND CONTRACTOR EMPLOYEES

(a) The FAA and the contractor understand and agree that the services to be delivered under this contract by the contractor to the FAA are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist between the FAA and the contractor and/or between the FAA and the contractor's employees. The contractor personnel shall be responsible solely to the contractor, which in turn, shall be responsible to the FAA.

(b) The FAA shall not exercise any supervision or control over contractor personnel performing services under this contract. Contractor personnel shall not be placed under the supervision, direction, or evaluation of a federal officer, either military or civilian, in connection with performance of work under this contract. Likewise, contractor personnel shall not be placed in positions of command, supervision, administration, or control of federal officers, or personnel of other prime contractors, or become an integrated part of the FAA organization in connection with performance of work under this contract.

(c) The contractor shall be responsible for selecting personnel who are qualified to perform the required services or supervision necessary for work and for keeping them informed of all improvements, changes, and methods of operation.

(d) Rules, regulations, directives, and requirements issued during the contract term by appropriate governmental authority shall be applicable to all contractor personnel or representatives who enter the Aeronautical Center. This requirement shall not be construed or interpreted to establish any degree of government control that is inconsistent with a non-personal services contract. Contractor personnel or representatives shall be subject to such checks as may be deemed necessary to assure that their presence on the Aeronautical Center does not violate these requirements.

(e) The services to be performed under this contract shall not require the contractor or employees to exercise personal judgment and discretion on behalf of the FAA.

(f) The contractor and its personnel shall not be considered employees of the federal government and shall not be eligible, by virtue of performance of work under this contract, for payment by the FAA of entitlements and benefits accorded federal employees.

(g) The entire consideration to the contractor for performance of this contract is contained in the provisions for payment set forth in this contract.

H.3 PERFORMANCE OF WORK BY THE CONTRACTOR

The contractor must perform all on-site asbestos abatement work with personnel from within its own organization, no subcontracting will be allowed. The contractor may subcontract specific site preparation and/or build-back activities with prior written approval from the COTR.

H.4 QUALIFICATIONS OF EMPLOYEES

The Contracting Officer will provide notice to the Contractor when any contractor employee is found to be unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The Contractor shall take appropriate action, including the removal of such employees from working on this FAA contract, at their own expense. The contractor agrees to insert terms that conform substantially to the language of this clause in all subcontracts under this contract.

H.5 CONTRACTOR QUALIFICATIONS (From Section 01013 of the Technical Specifications)

The contractor and his employees must be properly licensed by the Oklahoma DOL and must have no unresolved serious violations on file with the Oklahoma DOL or other state and federal regulatory agencies having jurisdiction over asbestos abatement, transportation and disposal during the two year period prior to the date of bid opening.

H.6 FAA FACILITY REGULATIONS

Contractor personnel, including employees of subcontractors, suppliers, etc., working or visiting an FAA facility, shall abide by all appropriate traffic, parking, security, and airport regulations in effect at that facility.

H.7 ENVIRONMENTAL, SAFETY AND HEALTH (APRIL 2010)

CLA.0090

(a) The Contractor shall ensure that no person employed on this contract works in surroundings or under conditions that are unsanitary, hazardous, or dangerous to their health or safety. The contractor shall also ensure that all employees receive appropriate and required training for safety, health, environmental, and equipment operations. In fulfilling these requirements, the Contractor shall comply with:

(1) Applicable Federal, State, and local environmental and safety requirements. This includes, but is not limited to, requirements contained in the U.S. Code of Federal Regulations (e.g. 29 CFR, 42 CFR, and 40 CFR) and/or requirements issued by the Oklahoma Department of Environmental Quality and the Oklahoma Corporation Commission.

(2) Supplemental Federal and FAA environmental, safety and health requirements contained in Executive Orders, FAA, and Mike Monroney Aeronautical Center (MMAC) Environmental, Safety and Health Orders, or elsewhere in the contract. Other standards used by the FAA include those sponsored by the National Fire Protection Association (NFPA), the American National Standards Institute (ANSI), the American Society of Testing and Materials (ASTM), etc. This list of standards or laws is not inclusive.

(3) The MMAC Environmental Policy that states:

“The Mike Monroney Aeronautical Center is fully committed to the Administrator’s Environmental Management Policy to achieve and maintain excellence and leadership in protecting the environment, and the health and safety of its employees and neighbors. In keeping with this commitment, we will accomplish our mission in a manner that will minimize environmental consequences. All organizations at the Aeronautical Center are responsible to ensure that environmental considerations are integrated into their daily activities and operations to:

- *Ensure compliance with all applicable environmental requirements*
- *Minimize pollution and waste*
- *Conserve natural resources and improve energy efficiency*
- *Continually improve environmental performance*

Aeronautical Center personnel shall be committed to this policy by providing products and services in a manner that demonstrates our good stewardship of the environment.”

(4) The requirements of the MMAC Environmental Management System (EMS) are modeled after the specifications found in the International Standard for Environmental Management, ISO 14001 (2004). The MMAC EMS requires that all contractors that provide goods and services that can affect MMAC’s environmental programs shall, prior to start of performance of work under this contract:

(i) Ensure that all employees supporting the contract work activities are:

- Aware of the MMAC Environmental Policy as set forth in paragraph (a)(3) above;
- Aware of and conform with the Operational Control documents referenced as attachments in Section J of this solicitation/contract;
- Competent to perform assigned job functions and maintain appropriate records of training or equivalent experience as identified in the above referenced Operational Control documents. Such records shall be made available to the CO or COTR upon request.

(ii) Ensure that employees requiring unescorted access to the site have received the MMAC Environmental Management System (EMS) General Awareness Briefing. This training is available on-line at:

https://employees.faa.gov/org/centers/mmac/employee_services/saf/training/index.cfm?training=mandatory_training.

(iii) Complete and sign the “Certification of Contractor Conformance to the MMAC EMS” included in Section K of this solicitation/contract. Contractor’s signature of this certification certifies that the contractor has verified that all MMAC EMS requirements have been or will be met and that work performed hereunder shall be in conformance with the MMAC EMS. Submission of this certification is a prerequisite for contract award.

(5) The MMAC Occupational Safety and Health (OSH) Policy which states:

“The FAA Mike Monroney Aeronautical Center is dedicated to excellence and leadership in protecting the environment and the safety and health of our employees and neighbors. It is our policy to ensure that employees, contractors, students, and visitors are provided with workplaces that are free from recognized hazards that may cause death, illness, or injury. In keeping with this commitment, we will implement, maintain, and continually improve our safety and health performance by utilizing a comprehensive Occupational Safety and Health Management System which:

- *Ensures compliance with all applicable occupational safety and health requirements*
- *Identifies hazards, assesses risks, and implements controls*
- *Prevents injury and illness*
- *Establishes safety and health metrics*

Aeronautical Center personnel demonstrate their commitment to this policy by providing products and services in a manner that ensures a safe and healthy work environment for employees, contractors, students and, visitors.”

(6) The requirements of the MMAC Occupational Safety and Health System (OSHMS) are modeled after the specifications found in the Occupational Health and Safety Assessment Series, BS OHSAS 18001:2007. The MMAC OSHMS requires that all contractors that provide goods and services that can affect MMAC’s occupational safety and health programs shall, prior to start of performance of work under this contract:

(i) Ensure that all employees supporting the contract work activities are:

- Aware of the MMAC Occupational Safety and Health Policy as set forth in paragraph (a)(5) above;
- Aware of and conform with the Operational Control documents referenced as attachments in Section J of this solicitation/contract;
- Competent to perform assigned job functions and maintain appropriate records of training or equivalent experience as identified in the above referenced operational control documents. Such records shall be made available to the CO or COTR upon request.

(ii) Ensure that contract employees requiring unescorted access to the site have received the MMAC Occupational Safety & Health Management System - 18001 – Awareness Briefing. This briefing/training is available on-line at:

https://employees.faa.gov/org/centers/mmac/employee_services/saf/training/index.cfm?training=mandatory_training

(iii) Complete and sign the “Certification of Contractor Conformance to the MMAC OSHMS” included in Section K of this solicitation/contract. Contractor’s signature of this certification certifies that the contractor has verified that all MMAC OSHMS requirements have been or will be met and that work performed hereunder shall be in conformance with the MMAC OSHMS. Submission of this certification is a prerequisite for contract award.

(b) If the Contractor works more than 1000 employee-hours in one quarter on the MMAC Campus, including off-site facilities, the Contractor shall prepare and submit an annual report of injury and illness information regarding this workforce as specified in 29 CFR 1904. The report shall be submitted to the Contracting Officer **not later than November 30 of each year** and contain the following information (Note: the following references to fiscal year refer to the Governmental fiscal year, October 1 through September 30):

- (1) The number of employee-hours worked during the preceding fiscal year;
- (2) The number of OSHA recordable cases (defined as mishaps that result in fatalities, lost workdays, medical treatment, restricted workdays or a loss of consciousness) that occurred during the preceding fiscal year;
- (3) The number of cases which resulted in days away and/or restricted/transferred duty that occurred during the preceding fiscal year.

(c) If there are conflicts between any of the requirements referenced in this contract, the more stringent requirement will prevail.

(d) If the Contractor fails or refuses to promptly comply with any environmental, safety or health requirements stated in this Clause, the Contracting Officer's Technical Representative (COTR) will notify the Contractor of any such noncompliance and the Contractor shall take immediate corrective action. Such notice, whether oral or written, when served on the Contractor or any of its employees at the site of the work, shall be deemed sufficient. All oral notices will be followed up with a written notice to the Contractor. If the Contractor fails or refuses to promptly correct the condition, the COTR may stop all or any portion of the work. When satisfactory corrective action has been taken, the contractor shall request permission to resume work from the COTR. No time extension or additional costs, resulting from the directive to stop work shall be allowed. Failure of the COTR to provide notice of noncompliance or to stop work shall not relieve the Contractor of its responsibility for the safe performance of the work.

(e) The Contractor shall require contract personnel to wear personal protective equipment when it is necessary because of the hazards on the job and in most instances will provide the equipment and corresponding training, except that which has been specified to be furnished by FAA. All personal protective equipment worn by contractors shall comply with applicable industry standards.

(f) Contractors shall include a clause in all subcontracts to require subcontractors to comply with this clause.

H.8 CONTRACT SHUTDOWN PROCEDURES PENDING APPROPRIATIONS CLA.1051 FOR NEW FISCAL YEAR (JANUARY 1997)

(a) In the event no continuing resolution or permanent appropriation is in place at the outset of the new fiscal year (FY), contractor employees are expected to report for their assigned duties the first workday of that new FY. Absent an appropriation, contract services that are determined by the Government to be non-essential will be shutdown as soon as practical. To implement the shutdown, the Contracting Officer may require the contractor to stop all, or any part, of the work called for under the contract pursuant to AMS clause 3.10.1-9, Stop-Work Order.

(b) This clause does not limit the Government's rights provided by AMS 3.10.6-4, Default, or AMS 3.10.6-1, Termination for Convenience of the Government, clause of the contract.

H.9 AGREEMENT TO PARTICIPATE IN ALTERNATIVE DISPUTE RESOLUTION (APRIL 1998) CLA.4540

(a) The Federal Aviation Administration encourages direct communications and negotiations between the contractor and the contracting officer in an attempt to resolve contract disputes. In those situations where the parties are not able to achieve resolution at the contracting officer level, the agency favors the use of alternative dispute resolution (ADR) techniques to resolve disputes.

(b) The parties hereby agree that, prior to referring a contract dispute to the Office of Disputes Resolution as described in contract clause 3.9.1-1 "Contract Disputes", the parties will discuss whether they are willing to utilize ADR techniques such as mediation or nonbinding evaluation of the dispute by a neutral party. Upon receipt of a contract dispute from the contractor, the contracting officer will explore with the contractor whether the use of ADR techniques would be appropriate to resolve the dispute. Both parties must agree that the use of such techniques is appropriate, and agree to fairly share the associated expenses. If the parties do not mutually agree to utilize ADR to resolve the dispute, the dispute will be processed in accordance with the procedures set forth in clause 3.9.1-1.

H.10 NOTICE OF CONTRACTOR TESTIMONY (SEPTEMBER 2006) REVISED CLA.4555

(a) The contractor shall notify the Contracting Officer promptly in writing of its intention, or the intention of its employees, subcontractors of any tier, or subcontractor employees, either voluntarily or under compulsion of competent authority, prior to providing sworn testimony on any matter related to or arising under the work required by and/or performed under, this contract. Such written notification at a minimum shall consist of the date and time of the testimony, identification of the court, board, or other body before which the testimony

is made, the nature of the testimony to be given to the extent it is known at the time of this report, the nature of the contractor's involvement in the proceeding and any other circumstances related to the work performed under or related to the contract and the proceeding in which the testimony will be taken.

(b) The contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts executed under this contract and shall require all subcontractors to provide the required report to the contractor.

H.11 PERSONNEL AND SUPERVISION (OCTOBER 2006)

CLA.4556

The contractor shall designate sufficient supervisory personnel to meet task outcomes. Contract supervisors will provide day-to-day supervision of contract personnel including, but not limited to, work monitoring, payroll records, leave, etc. At no time will FAA personnel assume any responsibility for the supervision of contractor personnel. Government assistance will be available to provide technical and policy guidance through the assigned COTR.

H.12 STRIKES OR PICKETING AFFECTING TIMELY COMPLETION OF THE CONTRACT WORK (SEPTEMBER 2006)

CLA.4557

Notwithstanding any other provision hereof, the Contractor is responsible for delays arising out of labor disputes, including but not limited to strikes, if such strikes are reasonably avoidable. A delay caused by a strike or by picketing which constitutes an unfair labor practice is not excusable unless the Contractor takes all reasonable and appropriate action to end such a strike or picketing, such as the filing of a charge with the National Labor Relations Board, the use of other available Government procedures, and the use of private boards or organizations for the settlement of disputes.

3.8.2-17 KEY PERSONNEL AND FACILITIES (JULY 1996)

(a) The personnel and/or facilities as specified below are considered essential to the work being performed hereunder and may, with the consent of the contracting parties, be changed from time to time during the course of the contract.

(b) Prior to removing, replacing, or diverting any of the specified personnel and/or facilities, the Contractor shall notify in writing, and receive consent from, the Contracting Officer reasonably in advance of the action and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(c) No diversion shall be made by the Contractor without the written consent of the Contracting Officer.

(d) The key personnel and/or facilities under this contract are:

General Superintendent

PART II – SECTION I **CONTRACT CLAUSES**

I.1 SAVE HARMLESS AND INDEMNITY AGREEMENT (JANUARY 1997)

CLA.3211

The contractor shall save and keep harmless and indemnify the Government against any and all liability, claims, and costs of whatsoever kind and nature of injury to or death of any person or persons and for loss or damage to any property (Government or otherwise) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work in connection with this contract, resulting from the negligent acts, fault or omissions of the contractor, any subcontractor, or any employee, agent, or representative of the contractor or any subcontractor.

I.2 LIABILITY INSURANCE (JANUARY 1997)

CLA.3212

(a) Pursuant to AMS 3.4.1-10, Insurance--Work on a Government Installation, the insurance required of the contract during contract performance is:

(1) Workers' compensation and employer's liability as required by applicable Federal and Oklahoma State workers' compensation and occupational disease statutes. Employer's liability coverage shall be not less than \$100,000.

(2) General liability coverage written on the comprehensive form of policy providing limits of liability for bodily injury of not less than \$500,000 for each occurrence and property damage limits of liability of not less than \$100,000 for each accident.

(3) Automobile liability (applicable to vehicles used in connection with contract performance) written on the comprehensive form of policy providing coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$100,000 per occurrence for property damage.

(b) The policy shall name "The United States of America, acting by and through the Federal Aviation Administration" as an additional insured with respect to operations performed under this contract.

(c) The policy shall include the following provision: "It is a condition of this policy that the insurer shall furnish written notice to the Federal Aviation Administration (certificate holder) 30 days in advance of any reduction in or cancellation of this policy."

(d) Certificate holder address:

FAA, MMAC, AMQ-240
P. O. Box 25082
Oklahoma City, OK 73125

(e) At any time during contract performance and upon request of the Contracting Officer, the contractor shall provide a certified true copy of the liability policy and manually countersigned endorsements of any changes thereto.

I.3 VEHICLE ACCESS TO AIRCRAFT RAMP/HANGAR AREA (JULY 2004)

CLA.3401

(a) Contractor vehicles, including vehicles of suppliers and subcontractors, entering the Aeronautical Center aircraft ramp/hangar area (defined as that area east of Duke Avenue where access is limited by security guard or locked doors/gates), must display a ramp permit. The Contracting Officer is generally responsible for issuing ramp permits to contractors; however, in certain situations, the Contracting Officer may direct the contractor to obtain such ramp permits directly from the Director of Airports through the Airport Police Department. Applications for ramp permits may be obtained from the Airport Police Department or the Civil Aviation Security Division, AMC-700. After completion of the application, it shall be taken to AMC-700 for approval prior to taking it to the Airport Police Department for issuance of the ramp permit.

(b) Ramp permits are issued subsequent to the Contracting Officer's receipt of a current certificate of insurance for vehicle liability, furnished by the contractor, as follows:

<u>Coverage</u>	<u>Minimum Limits of Liability</u>
Bodily injury	\$200,000 for each person \$500,000 for each occurrence
Property damage	\$1,000,000 for each accident

(c) The policy of insurance shall contain the following statements:

(1) "The United States of America, acting by and through the Federal Aviation Administration, The City of Oklahoma City, and Oklahoma City Airport Trust, are additional insureds with respect to operations performed under this contract."

(2) "It is a condition of this policy that the insurer shall furnish written notice to the Federal Aviation Administration, in care of the issuing office, 30 days in advance of any reduction in or cancellation of this policy."

- (d) The address of the certificate holder shall be:
FAA, MMAC, AMQ-240
P.O. Box 25082
Oklahoma City, OK 73125

(e) In addition to (b) and (c) above, the contractor shall furnish to the Contracting Officer, at any time during the contract period, upon request by the Contracting Officer, a certified true copy of the liability policy and manually countersigned endorsements of any changes thereto.

3.2.2.3-39 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR OTHER INFORMATION -MODIFICATIONS (JULY 2010)

(a) When there are price adjustments in the contract, the Contractor (you, your) must submit the following:

- (1) A certificate of current cost or pricing data (CCCPD) described in paragraph (e), or
- (2) For non-certified current cost or pricing data (CPD), a request for an exception to CCCPD.

You must request this exception from the CO in writing with the following types of information or data that would establish the reasonableness of the prices you offer:

- (i) Information on an exception you received on earlier or repetitive acquisitions;
- (ii) Catalog price information including:
 - (A) A dated catalog with the prices;
 - (B) The applicable catalog pages; or
 - (C) A statement that the catalog is on file in the contracts office that will issue

this contract modification;

- (iii) Information on the current discount policies and price lists (published or unpublished), for example wholesale, original equipment manufacturer, and reseller;

- (iv) Evidence of substantial sales to the general public for catalog items that exceed \$25,000. Your evidence may consist of verifiable records such as a sales order, contract, shipment, invoice, actual recorded sales; or sales by your affiliates, other manufacturers or vendors when your price proposal is based on sales of essentially the same commercial item. You must also explain the relationship of the offered price to the (1) established catalog price, or (2) the price of recent and substantial sales of similar quantities of the items that were sold to the general public at prices that differ from catalog or list prices;

- (v) The basis for the market price including:
 - (A) The source, date or period of the market quotation;
 - (B) Any other basis for the market price, the base amount, and applicable

discounts;

- (C) The nature of the market for the supply or service you are offering (should be the same as or similar to the market price supply or service); or

- (D) Data supporting substantial sales to the general public.

- (vi) Laws or regulations that establish your offered prices. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of a controlling document that you did not previously submit to the contracting office;

- (vii) Information on modifications of contracts or subcontracts for commercial items that relate to the offered price, as follows:

- (A) If you received an exception based on adequate price competition, catalog or market prices of commercial items, or prices set by law or regulation under the original contract or subcontract, and this modification is not covered by these exceptions, you must provide information to establish that the modification would not change the contract or subcontract from one for a commercial item to one for a non-commercial item;

- (B) For commercial items, you may provide information on selling prices of the same item or similar items in the commercial market; and

- (viii) Any other information the CO requests to support your request for an exception or to conclude that your price is fair and reasonable.

(b) You give the CO the right to examine books, records, documents, or other directly pertinent records to verify your request for an exception under this clause or the reasonableness of price at any time before award.

(c) The CO will not require you to provide access to cost or price information or other data that apply to prices offered in the catalog or marketplace.

(d) Submitting information to qualify for an exception does not mean that this is the only exception that may apply.

(e) You must submit under paragraph (a):

CERTIFICATE OF CURRENT COST OR PRICING DATA

I certify that, to the best of my knowledge and belief, the cost or pricing data we submit, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative to support [*] are accurate, complete, and current as of [**]. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the us and the Government that are part of the proposal.

[Contractor insert the following information.]

Firm _____

Signature _____

Name _____

Title _____

Date of execution [*** _____]

*Contractor identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (for example, SIR No.)

** Contractor insert the day, month, and year when price negotiations were concluded and price agreement was reached or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of a price agreement.

*** Contractor insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the parties agreed on the contract price.

3.2.2.3-50 ALTERNATE I PROPERTY PROTECTION (FEBRUARY 2009)

(a) The Contractor (you) must construct and maintain any temporary fences, gates and other facilities needed to preserve crops, control livestock, and protect property. Before cutting a fence, you must take necessary precautions to prevent livestock from straying. You must also prevent loss of tension in or damage to adjacent portions of the fence. You must immediately replace all fencing and gates you cut, remove, damage, or destroy with new materials to the original standard. You may reuse undamaged gates.

(b) You must comply with the property owner's requests to leave gates open or closed.

(c) You must use all necessary precautions to avoid destroying surveying markers such as section corners, witness trees, property corners, mining claim markers, bench markers, triangulation stations, and the like. If you must destroy any marker, you must first notify the agency responsible for the marker, as well as the Contracting Officer's (CO) technical representative, and replace the markers.

(d) You must use care to prevent unnecessary damage to property in or near the work area caused by your work. Unnecessary damage is that which you can avoid through efficient and careful performance of the work, taking into account the land rights you have. If you damage any property, you must at once notify the owner or custodian and make or arrange to make prompt and full restitution.

(e) Maps and specifications FAA (we, us) provides may not give the location of all water supply, drainage, irrigation, and other underground facilities. Before entering a tract of land for contract purposes, you must find out from the property owner (or other reasonably available source) the location of any irrigation system, domestic water system, source of water, and drainage system existing on the property, whether serving that property or other property. You must avoid damaging or obstructing these facilities or polluting water supplies.

(f) You must hold us harmless from any and all suits, actions, and claims for damages, including environmental impairment, to property arising from any of your acts or omissions, your subcontractors, or any of your employees or subcontractor employees, in any way related to the work or operations under this contract.

(g) You must indemnify and hold harmless the property owners or parties lawfully in possession against all claims or liabilities asserted by third parties, including all governmental agencies, resulting directly or indirectly from your wrongful or negligent acts or omissions.

(h) Managing and disposing of hazardous wastes and materials may expose the Contractor (you) and FAA (we) to short- and long-term liabilities. To reduce these possible liabilities you must be fully aware of the hazards and regulatory requirements associated with the hazardous materials involved in this project. You must use qualified personnel to handle and transport hazardous materials.

(i) Before commencing work, you must:

(1) Do an environmental assessment of the work the contract requires, identifying tasks which involve using, handling or transporting hazardous materials or wastes.

(2) Submit an environmental plan identifying and dealing with each specific task involving the wastes. The plan must be specific enough to demonstrate a thorough understanding of the environmental risks and the appropriate method for dealing with them. The plan must also list the required permits and reference the regulations that govern the activities needed to deal with the materials or wastes.

(3) Meet with the CO's representatives during the preconstruction conference to discuss and to develop a mutual understanding on implementing the plan.

(4) The CO may require other tasks to be added to the plan. If the CO considers your planned methods for dealing with the risks insufficient, the CO may require you to revise the plan. Work involving hazardous materials or wastes must not start until we have approved your plan. Our review of your plan does not relieve you of liability for environmental law and regulatory compliance.

3.2.4-16 ORDERING (OCTOBER 1996)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued during the effective period of the contract stated in the Schedule.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

3.2.4-17 ORDER LIMITATIONS (OCTOBER 1996)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$250.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor-

(1) Any order for a single item in excess of \$35,000.00;

(2) Any order for a combination of items in excess of \$100,000.00; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract, the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 15 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source

3.2.4-19 REQUIREMENTS (OCTOBER 1996)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the "Schedule" are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the "Schedule" and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the "Schedule" that are required to be purchased by the Government activity or activities specified in the "Schedule."

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the delivery date required by order(s) placed within the ordering period. The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the period specified in the Schedule.

3.2.4-35 OPTION TO EXTEND THE TERM OF THE CONTRACT (APRIL 1996)

(a) The Government may extend the term of this contract by written notice to the Contractor within the present term of the contract; provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

3.3.1-11 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APRIL 1996)

Funds are not presently available for performance under this contract beyond the current fiscal year. The FAA's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the FAA for any payment may arise for performance under this contract beyond the current fiscal year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

3.3.1-33 CENTRAL CONTRACTOR REGISTRATION (JANUARY 2008)

(a) Definitions. As used in this clause

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the CCR database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g) (1) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance T3.10.1.A-8, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) change the name in the CCR database;

(B) comply with the requirements of T3.10.1.A-8; and

(C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

3.3.1-36 AVAILABILITY OF FUNDS – OPTION PERIODS UNDER A CONTINUING RESOLUTION (APRIL 2008)

Due to the possibility of the enactment of a continuing resolution in lieu of an annual appropriation, full fiscal year funding may not be available for an entire contract option period. In the event of a continuing resolution, FAA will only be liable for an amount based on the time period specified by the continuing resolution. The amount of funds made available by the continuing resolution will be specified by subsequent modification. If the contractor provides services in excess of the funded amount or beyond the covered period, the contractor does so at its own risk.

3.6.2-41 EMPLOYMENT ELIGIBILITY VERIFICATION (SEPTEMBER 2009)

(a) Definitions:

Employee assigned to the contract means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the Employment Eligibility Verification clause. An employee is not considered to be directly performing work under a contract if the employee--

- (1) Normally performs support work, such as indirect or overhead functions; and
- (2) Does not perform any substantial duties applicable to the contract.

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

United States, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) Enrollment and verification requirements.

(1) If the Contractor is not enrolled as a Federal Contractor in Department of Homeland Security's Employment Eligibility Verification system (E-Verify) at time of contract award, the Contractor shall--

- (i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
- (ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and
- (iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of--

- (i) All new employees.
- (A) Enrolled 90 calendar days or more.

The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 calendar days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of--

(i) Enrollment in the E-Verify program; or
(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official by the terminating agency.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the Contractor is suspended or debarred as a result of the MOU termination, the contractor is not eligible to participate in E-Verify during the period of its suspension or debarment. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

(d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee--

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that is for Noncommercial services or construction with a value greater than \$3,000 and includes work that is performed inside of the United States.

3.14-2 CONTRACTOR PERSONNEL SUITABILITY REQUIREMENTS (JANUARY 2011)

(a) This clause applies to the extent that this contract requires contractor employees, subcontractors, or consultants to have unescorted access to FAA:

(1) Facilities;

(2) Sensitive information; and/or;

(3) Resources regardless of the location where such access occurs, and none of the exceptions of FAA Order 1600.72A, Contractor and Industrial Security Program, Chapter 5, paragraphs 4, 6, 7 and 8 pertains.

Definitions of applicable terminology are contained in the corresponding guidance and FAA Order 1600.72A, appendix A.

(b) Consistent with FAA Order 1600.72A, the FAA Servicing Security Element (SSE) has approved designated risk levels for the positions under the contract. Those designated risk levels are:

<u>Position</u>	<u>Risk Level</u>
General Labor	Low Risk
Project Manager	Moderate Risk

(c) If a National Agency Check with Inquiries (NACI) or other investigation is required under paragraph (b) for a given position, the contractor will submit to the Contracting Officer (CO) a point of contact (POC) that will enter applicant data into the Vendor Applicant Process (VAP) system (vap.faa.gov). VAP is a FAA system used to process and manage security information for FAA contractor personnel. Each contract may have up to 5 POCs. Once designated, a VAP administrator will provide each POC a Web ID and password.

The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and will serve as the basis for granting a favorable employment suitability authorization as described in FAA Order 1600.72A. If an employee has had a previous U. S. Government conducted background investigation which meets the requirements of Chapter 5 of FAA Order 1600.72A and Homeland Security Presidential Directive 12 (HSPD-12), it will be accepted by the FAA. However, the FAA reserves the right to conduct further investigations, if necessary. The contract may include positions that are temporary, seasonal, or under escort only. In such cases, a FAA Form 1600-77 for each specific position will be established as the investigative requirements may differ from the NACI.

The following information must be entered into VAP by the POC for each applicant requiring an investigation:

- Name;
- Date and place of birth (city and state);
- Social Security Number (SSN);
- Position and office location;
- Contract number;
- Current e-mail address and telephone number (personal or work); and
- Any known information regarding current security clearance or previous investigations (e.g. the name of the investigating entity, type of background investigation conducted, contract number, labor category (Position), and approximate date the previous background investigation was completed).

If a prior investigation exists and there has not been a 2 year break in service by the applicant, the SSE will notify the contractor that no investigation is required and that final suitability is approved.

If no previous investigation exists, the SSE will send the applicant an e-mail (this step may be delegated to VAP POC):

- Stating that no previous investigation exists and the applicant must complete a form through the Electronic Questionnaires for Investigations Processing (eQIP) system;
- Instructing the applicant how to enter and complete the eQIP form;
- Providing where to send/fax signature and release pages and other applicable forms; and
- Providing instructions regarding fingerprinting.

The applicant must complete the eQIP form and submit other required material within 15 days of receiving the e-mail from the SSE.

For items to be submitted outside eQIP, the contractor must submit the required information, referencing the contract number, to:

Headquarters Contracts:
Manager, Personnel Security Division, AIN-400
800 Independence Avenue, S.W., Room 315
Washington, D.C. 20591

Regional and Center Contracts:
Mike Monroney Aeronautical Center Contracts:
Mgr., Investigations and Internal Security Branch, AMC-751
Federal Aviation Administration
6500 S. MacArthur Blvd.
Oklahoma City, OK 73169

(d) The contractor must submit the information required by paragraph (c) of this Clause for any new employee not listed in the Contractor's initial submission who is hired into any position identified in paragraph (b) of this Clause.

(e) The CO will provide notice to the contractor when any contractor employee is found to be unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The contractor must take appropriate action, including the removal of such employee from working on this FAA contract, at their own expense. Once action has been taken, the contractor will report the action to the CO and SSE.

(f) No contractor employee will work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has authorized the contractor employee to begin work.

(g) The contractor must notify the CO within one (1) business day after any employee identified pursuant to paragraph (c) of this Clause is terminated from performance on the contract. This notification must be done utilizing the Removal Entry Screen of VAP. If FAA issued the terminated employee and identification card, the contractor must collect the card and submit it to the SSE.

(h) The contractor must request a report from the VAP on at least a semiannual basis in order to reconcile discrepancies and then must notify the SSE of these discrepancies as soon as possible.

(i) The CO may also, after coordination with the SSE and other security specialists, require contractor employees to submit any other security information (including additional fingerprinting) deemed reasonably necessary to protect the interests of the FAA. In this event, the contractor must provide, or cause each of its employees to provide, such security information to the SSE, to meet the requirements of paragraph (c) of this Clause.

(j) The contractor and/or subcontractor(s) must contact the Servicing Security Elements (Regional and/or Center Security Divisions) or AIN-400 at Headquarters within one (1) business day in the event an employee is arrested (detained by law enforcement for any offenses, other than minor traffic offenses) or is involved in theft of government property or the contractor becomes aware of any information that may raise a question about the suitability of a contractor employee.

(k) Failure to submit information required by this clause within the time required may be determined by the CO a material breach of the contract.

(l) If subsequent to the effective date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in direct contract costs or otherwise affect any other term or condition of this contract, the contract will be subject to an equitable adjustment.

(m) The contractor agrees to insert terms that conform substantially to the language of this clause, including paragraph (k) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access and where the exceptions under Chapter 5, FAA Order 1600.72A do not apply.

(n) Contractor employees who have not undergone a background investigation must be escorted at all times. In some instances, a contractor employee may be required to serve as an escort. To serve as an escort, a contractor employee must have a favorably adjudicated fingerprint check and initiated a NACI with FAA.

3.14-4 ACCESS TO FAA SYSTEMS AND GOVERNMENT-ISSUED KEYS, PERSONAL IDENTITY VERIFICATION (PIV) CARDS, AND VEHICLE DECALS (OCTOBER 2010)

(a) It may become necessary for the Government to grant access to FAA systems or issue keys, PIV cards, vehicle decals, and/or access control cards to contractor employees. Prior to or upon completion or termination of the work required hereunder, the contractor must return all such Government-issued items and submit a request to terminate all user accounts on applicable FAA systems to the issuing office with notification to the Contracting Officer's Technical Representative (COTR). When contractor employees who have been issued such items are terminated or no longer required to perform the work, the Government-issued items must be returned to the Government and a request submitted for the termination of FAA system access within three (3) business days after termination of the contract or the employee. Improper use, possession or alteration of FAA issued keys, PIV Cards and/or vehicle decals is subject to penalties under Title 18, USC 499, 506, 701, and 1030.

(b) In the event such keys, PIV Cards, or vehicle decals are lost, stolen, or not returned, the contractor understands and agrees that the Government may, in addition to any other withholding provision of the contract, withhold \$200 for each key, PIV Card, and vehicle decal lost, stolen, or not returned. If the keys, PIV Cards, or vehicle decals are not returned within 30 calendar days from the date the withholding action was initiated, any amount so withheld must be forfeited by the contractor.

(c) Access to aircraft ramp/hangar areas is authorized only to those persons displaying a flight line identification card and for vehicles, a current ramp permit issued pursuant to Title 49, Part 1542, Code of Federal Regulations.

(d) The Government retains the right to inspect inventory, or audit PIV Cards, keys, vehicle decals, and access control cards issued to the contractor in connection with the contract at the convenience of the Government. Any items not accounted for, to the satisfaction of the Government will be assumed to be lost and the provisions of section (b) apply.

(e) Keys must be obtained from the COTR who will require the contractor to sign a receipt for each key obtained. Lost or stolen keys, PIV Cards, vehicle decals, and access control cards must immediately be reported concurrently to the Contracting Officer (CO), COTR, and the Security and Investigations Division, AMC-751, and the Office of Facility Management, AMP-300. Electronic keying cards are handled in the same manner as metal keys.

(f) Each contract employee, during all times of on-site performance at the Mike Monroney Aeronautical Center must prominently display his/her current and valid PIV card on the front portion of his/her body between the neck and waist. Each PIV card holder must not affix pins, stickers, or other decorations to the PIV.

(1) Prior to any contractor employee obtaining a PIV Card or vehicle decals, the contractor is required to enter data for each employee into the Vendor Applicant Process (VAP) as described in AMS clause 3.14-2, Contractor Personnel Suitability Requirements. From the information entered into the VAP, the SSE will determine whether final suitability can be granted due to the existence of a previous investigation, or will initiate the contractor applicant into the Electronic Questionnaires for Investigations Processing (eQIP) system so that the applicant can complete the investigative forms. Interim suitability cannot be granted until the eQIP form is completed, and fingerprints and signature pages are submitted to the SSE. When an interim is granted by the SSE, the individual may begin work under escort until their OPM fingerprint check has been returned and successfully adjudicated. Once the OPM fingerprint check has been successfully adjudicated, they can then be badged. If the contract employee requires a PIV Card, a fingerprint check must be completed and favorably adjudicated by the SSE prior to approval or issuance of the PIV card.

(2) To obtain the PIV Card, contractor employee must submit an identification Card/Credential Application (DOT 1681) signed by the contractor employee and by the authorized trusted agent (when applicable) and also by the authorized sponsor to the CO or to the COTR. The DOT 1681 must contain, as a minimum, under the "Credential Justification" heading, the name of the contractor/company, the contract number or the appropriate acquisition identification number, the expiration date of the contract

or the task (whichever is sooner), and the required signatures. The contractor will be notified when the DOT 1681 has been approved and is ready for processing by the sponsor. Arrangements for processing the identification cards, including photographs and lamination can be made by contacting Security and Investigations Division, AMC-751 in the Security Command Center.

(3) The contractor must contact the SSE to obtain the procedures that the contractor's employees must utilize to obtain their PIV Card.

(g) The contractor is responsible for ensuring final out-processing is accomplished for all departing contractor employees. Final out-processing must be accomplished by close of business the final workday of the contractor employee or the next day under special conditions. The SSE must be notified in writing and ensure that all FAA media, including the PIV card, are returned to the SSE.

3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DECEMBER 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

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3.2.2.3-29	INTEGRITY OF UNIT PRICES (JULY 2004)
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3.2.2.7-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (FEBRUARY 2009)
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3.2.5-3	GRATUITIES OR GIFTS (JANUARY 1999)
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3.3.1-5	ALTERNATE I PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS ALTERNATE I (OCTOBER 1996)
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3.3.1-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER- CENTRAL CONTRACTOR
REGISTRATION (FEBRUARY 2009)

3.3.2-1 FAA COST PRINCIPLES (OCTOBER 1996)

3.4.1-7 NOTICE TO PROCEED (APRIL 1996)

3.4.1-10 INSURANCE-WORK ON A GOVERNMENT INSTALLATION (JULY 1996)

3.4.1-12 INSURANCE (JULY 1996)

3.4.1-13 ERRORS AND OMISSIONS (JULY 1996)

3.4.2-6 TAXES-CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO
(OCTOBER 1996)

3.4.2-8 FEDERAL, STATE, AND LOCAL TAXES-FIXED PRICE CONTRACT (APRIL 1996)

3.5-1 AUTHORIZATION AND CONSENT (JANUARY 2009)

3.5-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT
INFRINGEMENT (JANUARY 2009)

3.6.1-1 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JANUARY 2010)

3.6.1-3 UTILIZATION OF SMALL, SMALL DISADVANTAGED, WOMEN-OWNED, AND
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(FEBRUARY 2009)

3.6.1-7 LIMITATIONS ON SUBCONTRACTING (JULY 2008)

3.6.1-15 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JANUARY 2010)

3.6.2-1 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-OVERTIME
COMPENSATION (OCTOBER 2010)

3.6.2-2 CONVICT LABOR (APRIL 1996)

3.6.2-9 EQUAL OPPORTUNITY (AUGUST 1998)

3.6.2-12 AFFIRMATIVE ACTION FOR VETERANS (JANUARY 2011)

3.6.2-13 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCTOBER 2010)

3.6.2-14 EMPLOYMENT REPORTS ON VETERANS (JANUARY 2011)

3.6.2-16 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (APRIL 1996)

3.6.2-28 SERVICE CONTRACT ACT OF 1965, AS AMENDED (OCTOBER 2010)

3.6.2-35 PREVENTION OF SEXUAL HARASSMENT (AUGUST 1998)

3.6.2-39 TRAFFICKING IN PERSONS (JANUARY 2008)

3.6.3-11 TOXIC CHEMICAL RELEASE REPORTING (APRIL 2008)

3.6.3-13 RECYCLE CONTENT AND ENVIRONMENTALLY PREFERABLE PRODUCTS
(APRIL 2009)

3.6.3-16 DRUG FREE WORKPLACE (FEBRUARY 2009)

3.6.4-10 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JANUARY 2010)

3.8.2-9 SITE VISIT (APRIL 1996)

3.8.2-10 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION
(APRIL 1996)

3.9.1-1 CONTRACT DISPUTES (SEPTEMBER 2009)

3.9.1-2 PROTEST AFTER AWARD (AUGUST 1997)

3.10.1-7 BANKRUPTCY (APRIL 1996)

3.10.1-12 CHANGES-FIXED PRICE (APRIL 1996)

3.10.1-12 ALTERNATE I CHANGES - FIXED-PRICE ALTERNATE I (APRIL 1996)

3.10.1-13 CHANGES-COST REIMBURSEMENT (APRIL 1996)

3.10.1-15 CHANGES--CONSTRUCTION, DISMANTLING, DEMOLITION, OR REMOVAL OF
IMPROVEMENTS (JULY 1996)

3.10.1-16 CHANGES AND CHANGED CONDITIONS (APRIL 1996)

3.10.1-25 NOVATION AND CHANGE OF NAME AGREEMENTS (OCTOBER 2007)

3.10.2-1 SUBCONTRACTS (FIXED-PRICE CONTRACTS) (APRIL 1996)

3.10.2-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS
(APRIL 1996)

- 3.10.6-1 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE)
(OCTOBER 1996)**
- 3.10.6-3 TERMINATION (COST-REIMBURSEMENT) (OCTOBER 1996)**
- 3.10.6-3 ALTERNATE IV TERMINATION (COST-REIMBURSEMENT) ALTERNATE IV (OCTOBER
1996)**
- 3.10.6-4 DEFAULT (FIXED PRICE SUPPLY AND SERVICE) (OCTOBER 1996)**
- 3.13-5 SEAT BELT USE BY CONTRACTOR EMPLOYEES (JANUARY 1999)**
- 3.13-13 CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING (JANUARY
2011)**
- 3.14-3 FOREIGN NATIONALS AS CONTRACTOR EMPLOYEES (APRIL 2008)**

PART III – SECTION J
LIST OF ATTACHMENTS

<u>Attachment</u>	<u>Title</u>	<u>Date</u>	<u>No. of Pages</u>
1	Technical Specifications for Asbestos Abatement at the Mike Monroney Aeronautical Center, Oklahoma City, Oklahoma	11/10	148
2	SCA Wage Determination No. 2005-2431, Revision 14	11/3/10	10
5	Operational Control Documents		
	Asbestos Releases	4/17/06	1
	AMP100A-OC-2.2-1		
	Spill Prevention and Response	9/15/09	2
	AMP100A-OC-2.4.4-1		

PART IV – SECTION K
REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF OFFERORS

K.1 NAICS CODE AND SMALL BUSINESS SIZE STANDARD (NOVEMBER 2000) CLA.0126

- (1) The North American Industry Classification System (NAICS) code for this acquisition is 562910.
- (2) The small business size standard is \$13 million.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

K.2 SCREENING INFORMATION REQUEST DOCUMENT CERTIFICATION CLA.4532
(MARCH 1999)

By signature on the face of this SIR, the offeror certifies that the signee is an officer or employee of the firm submitting this offer who is responsible for the preparation of this offer. The signature further certifies that, to the best of their knowledge and belief, no changes have been made to any terms or conditions contained in the original documents/SIR as issued by the FAA. Offeror fully understands that failure to make disclosure of changes may cause the contract to be terminated for default or rescinded as being null and void and shall not be a legally binding contract.

K.3 CERTIFICATION OF CONTRACTOR CONFORMANCE TO THE MMAC CLA.4560
ENVIRONMENTAL MANAGEMENT SYSTEM (EMS) AND OCCUPATIONAL SAFETY AND
HEALTH MANAGEMENT SYSTEM (OSHMS) (APRIL 2010)

By signature below the offeror certifies that the requirements of the Mike Monroney Aeronautical Center (MMAC) EMS/OSHMS have been met and that the work performed hereunder shall be in conformance with the MMAC EMS/OSHMS as required by Clause 0090, Environmental, Safety, and Health.

Authorized Representative: _____
Company Name: _____
Date: _____

3.2.2.3-2 MINIMUM OFFER ACCEPTANCE PERIOD (JULY 2004)

- (a) 'Acceptance period,' as used in this provision, means the number of calendar days the FAA (we, us) has to award a contract from the date the SIR specifies for receiving offers.
- (b) This provision supersedes any language about the acceptance period appearing elsewhere in this SIR.
- (c) We require a minimum acceptance period of 120 calendar days.
- (d) The offeror (you) may specify a longer acceptance period than the period shown in paragraph (c). To specify a longer period, fill in the blank: The offeror allows the following acceptance period: _____ calendar days.
- (e) We may reject an offer allowing less than the FAA's minimum acceptance period.
- (f) You agree to fulfill your offer completely if the FAA accepts your offer in writing within:
 - (1) The acceptance period stated in paragraph (c) of this provision; or
 - (2) Any longer acceptance period stated in paragraph (d) of this provision.

3.2.2.3-10 TYPE OF BUSINESS ORGANIZATION (JULY 2004)

By checking the applicable box, Offerors (you) represents that

(a) You operate as ☐ a corporation incorporated under the laws of the State of _____, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture or ☐ other _____ [specify what type of organization].

(b) If you are a foreign entity, you operate as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in _____. (country)

3.2.2.3-15 AUTHORIZED NEGOTIATORS (JULY 2004)

The offeror states that the following persons are authorized to negotiate on your behalf with the FAA in connection with this offer:

Name: _____

Title: _____

Phone number: _____

3.2.2.3-70 TAXPAYER IDENTIFICATION (JULY 2004)

(a) Definitions.

(1) "Common parent," as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an offeror's (you, your) Federal income tax returns on a consolidated basis, and of which you are a member.

(2) "Corporate status," as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) "Taxpayer Identification Number (TIN)," as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.

(b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(I)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

(c) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other--State basis. _____.

(d) Corporate Status.

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;
☐ Other corporate entity
☐ Not a corporate entity
☐ Sole proprietorship
☐ Partnership
☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

☐ A common parent does not own or control the offeror as defined in paragraph (a).

☐ Name and TIN of common parent:

Name _____

TIN _____

3.2.2.7-7 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (JANUARY 2010)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that

(i) The Offeror and/or any of its Principals-

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision a)(1) (i)(B) of this provision.

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples-

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the

underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(b) The Offeror has ☐ has not ☐ within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) 'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(c) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(d) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(e) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(f) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

3.3.1-35 CERTIFICATION OF REGISTRATION IN CENTRAL CONTRACTOR REGISTRATION (CCR) (APRIL 2006)

In accordance with Clause 3.3.1-33, Central Contractor Registration, offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: _____

Title: _____

Phone Number: _____

3.6.2-5 CERTIFICATION OF NONSEGREGATED FACILITIES (FEBRUARY 2009)

(a) 'Segregated facilities,' as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the "Equal Opportunity" clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will--

- (1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the "Equal Opportunity" clause;
- (2) Retain the certifications in the files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the "Equal Opportunity" clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

3.6.2-6 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APRIL 1996)

The offeror represents that--(a) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject either to the "Equal Opportunity" clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114; (b) It ☐ has, ☐ has not, filed all required compliance reports; and (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

3.6.2-8 AFFIRMATIVE ACTION COMPLIANCE (APRIL 1996)

The offeror represents that (a) it ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

3.6.3-10 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (APRIL 2009)

(a) Pursuant to Executive Order 13423, the offeror must execute this certification as a prerequisite for making or entering into this contract.

(b) By signing this offer, the offeror certifies that--

- (1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution

Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in EPCRA sections 313(a) and (g), and PPA section 6607; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [The offeror to check each block that is applicable.]

___(i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

___(ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

___(iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

___(iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding Northern American Industry Classification System (NAICS) sectors:

(a) Major group code 10 (except 1011, 1081, and 1094).

(b) Major group code 12 (except 1241).

(c) Major group code 20 through 39.

(d) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power distribution in commerce).

(e) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent services on a contract or fee basis); or

___(v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

3.6.4-19 PROHIBITION ON ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN- CERTIFICATION (JANUARY 2011)

(a) Definition.

"Person"—

(1) Means—

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

(b) Certification. Except as provided in paragraph (c) of this provision or if a waiver has been granted in accordance with FAA AMS Procurement Guidance T3.6.3A.8.d, by submission of its offer, the offeror certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons.

(c) The certification requirement of paragraph (b) of this provision does not apply if the acquisition is subject to the trade-related acts in FAA AMS T3.6.4A.6

3.8.2-18 CERTIFICATION OF DATA (OCTOBER 1996)

(a) The offeror represents and certifies that to the best of its knowledge and belief, the information and/or data (e.g., company profile, qualifications, background statements, brochures) submitted with its offer is current, accurate, and complete as of the date of its offer.

(b) The offeror understands that any inaccurate data provided to the Department of Transportation may subject the offeror, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) enforcement action for false claims or statements pursuant to the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801-3812 and 49 CFR Part 31 and/or; (3) termination for default under any contract resulting from its offer and/or; (4) debarment or suspension.

(c) The offeror agrees to obtain a similar certification from its subcontractors.

Signature: _____

Date: _____

Typed Name and Title: _____

Company Name: _____

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DECEMBER 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.2.5-2 INDEPENDENT PRICE DETERMINATION (OCTOBER 1996)

3.2.5-7 DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCTOBER 2010)

PART IV – SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 INSTRUCTIONS TO OFFERORS

Certain representations and certifications must be made by the offeror and must be filled in as appropriate. The signature of the offeror on the face page of this SIR/RFO (Standard Form 33 or Standard Form 26, as applicable) constitutes the making of certain representations and certifications, **WITH THE EXCEPTION OF THE FEDERAL AVIATION ADMINISTRATION ACQUISITION MANAGEMENT SYSTEM (AMS) BUSINESS DECLARATION**, which is specifically required to be completed, signed and submitted with offer. Award of any contract to the offeror shall be considered to have incorporated the applicable representations and certifications by reference.

L.2 INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PROPOSALS

(a) Each vendor will submit a technical, as well as a cost, proposal. The information submitted should be complete, concise, and relevant to the requirements of the SIR/RFO and are required to be submitted in the prescribed formats subsequently identified herein.

(b) Each page should be identified with the applicable tab number, page number and total number of pages. All pages should be marked "Procurement Sensitive" in the footer. All submissions should be consecutively arranged in three-ring, loose-leaf binders. Three copies of the technical proposal shall be submitted.

(1) Contract Documentation –

(A) Section A, Solicitation, Offer and Award (SF33), Blocks 12 through 18;

(B) Section B, Supplies or Services and Prices/Costs; Government format.

(C) Section K, Representations and Certifications and Business Declaration Form; and,

(Note: Completion of documents identified at (A) through (C) above indicates that the Vendor has read and agrees to the terms and conditions contained in SIR/RFO. The FAA may consider Vendor offers that take exception to the terms and conditions of the SIR/RFO to be unacceptable and thereby ineligible for award. Vendors submitting such offers may not be given the opportunity to revise their offer. However, exceptions are normally discussed prior to excluding an offeror from the competition.)

(c) Technical Proposal: The offeror shall submit written documentation to demonstrate it conforms to the Evaluation Factors, as follows:

(1) Factor 1 Regulatory Compliance. The offeror shall demonstrate that the company has had no abatement-related violations for the prior two year period. The offeror must submit a statement that the company has had no serious abatement-related violations, as described in Provision M.2(c)(1) Factor 1, for the prior two year period, as well as a listing of violations, including; the citing agency, a synopsis of the citation and any resulting fines or restrictions, and the citing agency contact person and telephone number.

(2) Factor 2 Licenses. The offeror must hold the appropriate licenses for performing the work at the Mike Monroney Aeronautical Center, Oklahoma City, OK. The offeror must submit a copy of the following current Oklahoma Department of Labor (DOL) issued licenses:

(A) Asbestos Abatement Contractor, AND

(B) Operations and Maintenance Contractor (or letter from the Oklahoma Department of Labor (DOL) approving the contractor's Operations and Maintenance Program if a separate license was not issued), AND

(C) Asbestos Abatement Supervisor for the proposed General Superintendent.

(3) Factor 3 Past Experience and Performance.

(A) Subfactor 1-Past Experience. Submittal shall demonstrate the experience of the Offeror and/or proposed team, including subcontractors, on abatement projects or operations and maintenance contracts same/similar to that described in the Technical Specification.

The Offeror shall complete two (2), "Experience Information" forms, Attachment L.1, for abatement projects or operations and maintenance contracts in response to this factor. All blocks must be filled in and all data should be accurate, current, and complete. All projects submitted must have been underway or completed with the last three (3) years. If the Offeror does not have prior prime contracts to cite, then the Offeror may cite instances on which it has served as a primary subcontractor.

(B) Subfactor 2-Past Performance. Past performance will be evaluated based upon information received by the FAA from individuals and organizations that the Offeror has identified as being familiar with the work ethic, standards, performance, and deliverables demonstrated through previous or ongoing contracts of a similar nature, including but not limited to projects submitted under Factor 3, Subfactor 1, Past Experience.

Past performance shall demonstrate ability to deliver quality product/services, demonstrate ability to achieve program objectives; and demonstrate overall performance on similar work.

Note: The documentation provided by the Offeror relative to past performance and experience should evidence the distinction between past performance— "how well" the Vendor has performed, and experience—the Vendor has "done it" before.

L.3 SUBMISSION OF COST OR PRICING DATA

(a) It is anticipated that pricing of this action will be based on adequate price competition; therefore, offerors are not required to submit cost or pricing data. However, if after receipt of proposals it is determined that adequate price competition does not exist, cost or pricing data will be required.

(b) If it is determined that adequate price competition does not exist, the Offeror shall provide current, complete and accurate cost or pricing data upon request from the Contracting Officer.

L.4 NOTICE TO OFFERORS OF AVAILABILITY OF FUNDS (JAN 1997)

CLA.2710

The purpose of this provision is to put offerors on notice that funds are not presently available for this procurement. Offerors are hereby notified that this solicitation may be canceled. If funds do not become available, the Government will not be liable for any proposal preparation costs if this solicitation is canceled. Offerors will prepare proposals at their own risk. Therefore, the Government's obligation is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer and no contract may be awarded until funds are available.

L.5 REQUEST FOR MODIFICATION OF CONTRACT TERMS AND CONDITIONS (JAN 1997)

CLA.4533

Offeror's are hereby notified that the terms and conditions of this SIR shall be changed only through formal amendment(s) issued by the Contracting Officer. If an offeror takes issue with the terms and conditions contained herein, the offeror shall submit a Request for Modification of Terms and Conditions under separate attachment to their proposal. This request should be in offeror's format, on offeror's letterhead, signed by an

officer of the company with authority to bind the offeror. The request must include documentation that fully highlights the offeror's proposed changes and must be specific as to the exact term(s) or condition (s) to which the exception(s) are being taken. These changes shall not be binding on the FAA until fully agreed to by both the FAA and the offeror and incorporated into the document prior to contract award.

L.6 PREVENTION OF OTHER FORMS OF HARASSMENT (MAY 2002)

CLA.4551

(a) 'Harassment', as used in this clause, means any verbal, written, graphic, or physical form of harassment or other misconduct that creates or that may reasonably be expected to create an intimidating, hostile, or offensive work environment based on race, color, religion, gender, sexual orientation, national origin, age, or disability.

(b) It is FAA policy that harassment as defined in paragraph (a) above will not be tolerated or condoned in the FAA workplace. It is also FAA's intent to effectively address inappropriate conduct.

(c) The Contractor agrees to support this policy in performing work under this contract, and that harassment in any form will not be tolerated in the FAA workplace.

(d) If the Contractor, or a subcontractor of any tier, subcontracts any portion of the work under this contract, each such subcontract shall include this provision.

(e) The Contractor shall take whatever corrective action it deems necessary to promptly address harassment in the FAA workplace, or on an FAA site. The Contractor agrees to immediately provide the Contracting Officer all relevant information pertaining to any such conduct, and notify him/her of its planned action.

(f) The Contracting Officer may require the Contractor to remove employee(s) from the FAA worksite that the Contracting Officer deems to have engaged in harassment as defined in paragraph (a) above.

(g) Any FAA action under subsection (f) above does not relieve the Contractor of its liability or obligations under the Civil Rights Act of 1964, or any other applicable law or regulation.

3.2.4-1 TYPE OF CONTRACT (APRIL 1996)

The FAA contemplates award of an Indefinite-Delivery/Requirements type contract, utilizing a combination of Firm-Fixed-Price and Cost Reimbursement pricing arrangements resulting from this Screening Information Request.

3.9.1-3 PROTEST (NOVEMBER 2002)

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE VENDOR OR POTENTIAL VENDOR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Vendors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A protest is considered to be filed on the date it is received by the ODRA.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:

(1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.

(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests shall be filed at:

(1) Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration,
800 Independence Ave., S.W.,
Room 323,
Washington, DC 20591,
Telephone: (202) 267-3290,
Facsimile: (202) 267-3720; or

(2) Other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The

protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.

3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DECEMBER 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.2.2.3-1	FALSE STATEMENTS IN OFFERS (JULY 2004)
3.2.2.3-6	SUBMITTALS IN THE ENGLISH LANGUAGE (JULY 2004)
3.2.2.3-11	UNNECESSARILY ELABORATE SUBMITTALS (JULY 2004)
3.2.2.3-12	AMENDMENTS TO SCREENING INFORMATION REQUESTS (JULY 2004)
3.2.2.3-13	SUBMISSION OF INFORMATION/DOCUMENTATION/OFFERS (JULY 2004)
3.2.2.3-14	LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF SUBMITTALS (JULY 2004)
3.2.2.3-16	RESTRICTING, DISCLOSING AND USING DATA (JULY 2004)

3.2.2.3-17	PREPARING OFFERS (JULY 2004)
3.2.2.3-18	PROSPECTIVE OFFEROR'S REQUESTS FOR EXPLANATIONS (FEBRUARY 2009)
3.2.2.3-19	CONTRACT AWARD (JULY 2004)
3.8.2-9	SITE VISIT (APRIL 1996)
3.13-4	CONTRACTOR IDENTIFICATION NUMBER—DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APRIL 2006)

PART IV – SECTION M **EVALUATION FACTORS FOR AWARD**

M.1 EVALUATION OF PROPOSALS

(a) Technical proposals shall be evaluated for basic adequacy and shall be considered for the purpose of award on an 'acceptable' or 'unacceptable' basis only, as determined by the procedures outlined in Part IV, Section L, Provision L.2 Instructions for Preparation and Submission of Proposals.

(b) Offerors that receive an "unacceptable" rating based on their failure to provide documentation required to demonstrate compliance with the factors will be removed from further consideration for award.

(c) A technical evaluation will be performed to determine each offeror's ability to comply with the factors set forth at Provision L.2. Offerors must be found to comply with all three (3) factors to be considered for award. The technical evaluation will also include a compliance check (verification/validation) with references, as well as regulatory agencies.

(d) Offerors are advised to submit proposals which are fully and clearly acceptable without additional explanation or information, since the Government may make a final determination as to whether a proposal is acceptable or unacceptable solely on the basis of the proposal as submitted and proceed with the award, without further information from the offeror.

(e) Those proposals that are found to be acceptable will then be evaluated on a cost basis as set forth in Section M, Provision M.3 Evaluation of Price.

(f) Award will be made to the offeror submitting the Lowest-Priced, Technically Acceptable proposal.

M.2 TECHNICAL EVALUATION

(a) Selection of a contractor for award will be based on evaluation of technical proposals according to the three (3) factors listed below.

(1) Factor 1-Regulatory Compliance

(2) Factor 2-Licenses

(3) Factor 3-Past Experience and Performance

(b) Factors will be evaluated as Acceptable or Unacceptable. Offerors must be found to be Acceptable for all three (3) factors to be considered for award.

(c) Evaluation criteria for each factor are as follow:

(1) Factor 1-Regulatory Compliance. The Offeror must submit a statement that the company has had no serious abatement-related violations for the prior two year period, as well as a listing of all violations, including; the citing agency, a synopsis of the citation and any resulting fines or restrictions, and the citing agency contact person and telephone number. Evaluation will include a compliance check (verification/validation) with references, as well as regulatory agencies. An Offeror who has had abatement-related violations resulting in issuance of any administrative or civil penalty from a regulatory agency having jurisdiction over asbestos abatement activities or resulting in the Oklahoma DOL suspending, revoking, or refusing to issue a contractor license will be found to be unacceptable and removed from further consideration for award.

(2) Factor 2- Licenses. The Offeror must submit a copy of the following current Oklahoma Department of Labor (DOL) issued licenses:

- Asbestos Abatement Contractor, AND
- Operations and Maintenance Contractor (or letter from the Oklahoma DOL approving the Offeror's Operations and Maintenance Program, if a separate license was not issued), AND
- Asbestos Abatement Supervisor for the General Superintendent.

An Offeror who does not hold the appropriate licenses for performing the work will be found to be unacceptable and be removed from further consideration for award.

(3) Factor 3-Past Experience and Performance.

(A) Subfactor 1-Past Experience. Submittal shall demonstrate the experience of the Offeror and/or proposed team, including subcontractors, on abatement projects or operations and maintenance contracts same/similar to that described in the Technical Specification. The Government will review the project experience of the offeror, including subcontractors, on projects provided on the Experience Information forms, Attachment L.1. Offerors must meet all of the following minimum acceptability standards to receive an "Acceptable" on this factor:

- Offeror must have two (2) projects that are same/similar to that of the work found in this solicitation; AND
- Projects submitted must have been completed, or underway, within the last 3 years.

Failure to demonstrate the minimally acceptability standards under this factor will result in an "Unacceptable" rating and elimination from further consideration for contract award.

(B) Subfactor 2-Past Performance. Past performance will be evaluated based upon information received by the FAA from individuals and organizations that the Offeror has identified as being familiar with the work ethic, standards, performance, and deliverables demonstrated through previous or ongoing contracts of a similar nature, including but not limited to projects submitted under Factor 3, Subfactor 1, Past Experience. The Government will review all formal evaluations for projects submitted under Factor 3, Subfactor 1 and may use any/all other sources of past performance information for same/similar work, or other projects, available to the Government. The Government may contact points of contacts listed on the "Organizational Experience Information" forms submitted under Subfactor 1. Offerors must demonstrate the following minimum acceptability standards to receive an "Acceptable" on this factor:

- All past or current references must recommend either hiring or using the offeror again for future work and/or reflect positive performance of the work requirements.

Failure to demonstrate the minimally acceptable criteria under this factor will result in an "Unacceptable" rating and elimination from further consideration for contract award. Offerors with no past performance information will receive an "Unacceptable" rating for this factor.

M.3 EVALUATION OF PRICE

(a) An evaluation will be conducted of the price proposals submitted by those offerors determined to be technically acceptable. It is anticipated that the lowest offered price will be determined fair and reasonable based on adequate competition.

(b) An offeror's proposal price will be evaluated by multiplying the estimated quantity times the unit price per contract line item (CLINS 0001-0018), then calculating the sum of the total price for all CLINs, along with applicable CLINs for option periods. Award will be made to the technically acceptable offeror offering the lowest evaluated price.

M.4 EVALUATION OF OFFERS FOR SINGLE AWARD (JULY 2007)

CLA.0250

Award will not be split by item. Failure to propose on all items listed in Section B may result in your offer not being further considered for award.

3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DECEMBER 2005)

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3.2.4-31 EVALUATION OF OPTIONS (APRIL 1996)

3.3.1-30 PROGRESS PAYMENTS NOT INCLUDED (NOVEMBER 1997)